



**Charlie Daniels**  
Secretary of State

State  
of Arkansas  
Secretary of State

**A**

**REQUEST FOR PROPOSALS**

**FOR A**

**HELP AMERICA VOTE ACT COMPLIANT**

**VOTING SYSTEM**

**ARSOS-HAVA--005**

**July 11, 2005**

## INTRODUCTION

The State of Arkansas is soliciting competitive proposals for Help America Vote Act (HAVA) compliant voting systems for operation in 75 Arkansas counties. The vendor solutions chosen for use in Arkansas's counties will include voting devices, vote tabulation software, election ballot layout software, installation services, training, and support services. It is the intent of the Secretary of State's office to select one vendor to provide these good and services, which include but are not limited to Direct Record Electronic (DRE) and optical scan voting devices, software, training, and implementation services in Arkansas's counties.

## ISSUING OFFICE

The Arkansas Secretary of State (SOS) issues this Request for Proposal (RFP) on behalf of the State of Arkansas and will designate a Project Manager as point of contact in the State of Arkansas for the procurement process. During the time between the proposal opening and contract award, any contact other than written questions concerning this RFP will be initiated by the issuing office not the vendor. Specifically, the person named herein will initiate all contact. **This RFP states an explicit prohibition against vendor contact with State or county officials in Arkansas about the terms, conditions, or content of this RFP, other than through the Issuing Agency. Violation of this prohibition may result in disqualification of a vendor from the competitive selection process.**

## RESERVATION OF RIGHT TO MANAGE RFP

Among other rights in this RFP, the State of Arkansas reserves the right, in its sole discretion:

1. To amend this RFP in any way that suits the legal and business requirements of the Arkansas Secretary of State's Office and the State's county elections offices;
2. To extend the deadline for submitting proposals;
3. To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. To waive any minor irregularity, informality, or nonconformance with this RFP;
5. To obtain and/or provide references to other public agencies, organizations, and individuals, upon request, regarding the Proposer's contract performance;
6. At any time prior to contract execution (including after announcement of the successful proposers): (a) to reject any proposal that fails to substantially comply with all prescribed RFP procedures and requirements; and (b) to reject all proposals received and cancel this effort;
7. To accept entire responses or portions of responses from one vendor or multiple vendors;
8. To not completely review, investigate the references or qualifications of those who submit such proposals, or analyze proposals of bidders where the Arkansas Secretary of State's Office determines, in good faith, the proposal is on its face non-responsive to any requirement or obligation of the RFP;

9. To return proposals, unopened, received after the deadline specified in the RFP Time Table; and
10. To use information submitted in response to this document in any manner it may deem appropriate in evaluating the fitness of the solutions proposed, the capability of vendors to perform and deliver the goods and services requested in this RFP, and the financial stability of the vendors and all subcontractors.

### **Conducting Permissible Negotiations**

The Secretary of State's Office shall establish teams tailored for the review and evaluation of the Proposals and the scope of negotiations permitted by this RFP.

The State of Arkansas will not include in the final Contract, nor consider for negotiation through this process, terms and conditions suggested by a vendor or listed in the vendor's software license that materially conflict with this RFP, including the "Contract Terms and Conditions" in Attachment 3, or which would materially change the nature of this solicitation, or adversely effect competition. The State of Arkansas reserves the right to require vendors in the final round of consideration to present copies of their software licenses during their demonstrations and presentations. The State of Arkansas shall determine, in its sole and absolute discretion, whether a vendor's proposed supplemental terms or conditions materially conflict with the RFP, including the Contract Terms and Conditions in this RFP's Attachment 3, or would materially change the nature of this solicitation or adversely effect competition. The State of Arkansas also will not consider or include in any Contract a vendor's proposed terms and conditions that are in conflict with Arkansas State law or are not in the best interest of the State of Arkansas and its county elections offices.

### **GOALS, OBJECTIVES, AND APPROACH**

To implement the requirements of The Help America Vote Act of 2002, Public Law 107-252, 42 U.S.C. 15301-15545 the State will select vendors to provide voting equipment, software, and support services that counties can choose and acquire for installation and use in the 2006 Federal Elections and beyond.

**Attachment 2** contains a list of Arkansas's counties and their registered voter base and a list of the types of voting equipment that the counties currently use.

The State of Arkansas intends to upgrade its voting systems, assuring that all election jurisdictions (1) acquire Federally and State certified voting systems, (2) meet HAVA's voting system guidelines, particularly those regarding physical accessibility, and (3) receive a reasonable and equitable distribution of Federal funds provided for this upgrade.

To meet these objectives, the State of Arkansas intends to use this competitive procurement process to establish contracts with one primary vendor (the "Contractor") for provision of specific types of voting systems, election management software, installation assistance, training, and other support services. Arkansas's counties will purchase from the Contractor through a master contract that the Secretary of State establishes with that vendor. The titles to all equipment and licenses for all software will pass to the counties. The county will be responsible for entering into maintenance contracts with the vendor after the initial warranties and maintenance terms end.

The State of Arkansas intends to limit the types of voting devices procured to the following technologies:

- a) Direct Record Electronic (DRE) voting devices, as defined by the Federal Voting System Standards of 2002, that are physically accessible (with at least one such device in each polling place in the State).
- b) Direct Record Electronic (DRE) voting devices that are not necessarily accessible to persons with physical disabilities.
- c) Medium-duty optical scan voting devices, as are defined by the Federal Voting System Standards of 2002, that are for use in what are known generally as “precinct count” environments, with at least one of these devices in each county polling place.
- d) Heavy-duty optical scan voting devices that are for use in what are known generally as “central count” environments, with at least one of these devices in each county election office.

The State intends to establish through this competitive procurement a base set of voting system technology, election management software, installation assistance, and support services.

The purposes of this procurement approach are to (1) standardize to a large degree the voting systems used in Arkansas and thereby reduce operational and support complexity throughout the State, (2) take advantage of the potential for larger sales volumes to reduce prices charged to the counties, (3) provide the counties with some flexibility in the choice of voting technologies from which they can choose, and (4) replace most, if not all, voting systems in the State. The Arkansas State Board of Election Commissioners must have approved all voting systems used by any county elections office in the State of Arkansas.

This procurement approach means that after reviewing vendors’ proposals in what the State hopes to be a highly competitive process, the State will establish a contract with one firm that can provide a full suite of voting systems and services to Arkansas’s counties.

The following table represents the potential configurations that might be available to Arkansas’s counties.

**Table 1**  
**Possible Scenarios for the Apparently Successful Vendor in providing Voting Systems to Arkansas’s Counties**

	Physically accessible DRE voting device (with contemporaneous paper ballot printer) in each polling place	DRE voting devices (with contemporaneous paper ballot printer) in each polling place	Optical scan voting device(s) in each polling place	Optical scan voting device in county central election office	Vendor-supplied election management software
County A	X				X
County B	X	X			X
County C	X		X		X
County D	X			X	X

These scenarios are for illustrative purposes only. However, the Secretary of State’s Office believes they are representative of the technology choices that this RFP makes available to

Arkansas's counties through this competitive procurement. This approach maintains the counties' option to choose the voting technology with which they are most comfortable and which they believe suits their budgets.

## **SCHEDULE**

The State of Arkansas intends to move both rapidly and responsibly through this competitive procurement and the following rollout of voting systems to Arkansas's counties.

Figure 1, below, contains the high-level schedule for the procurement and the implementation of new voting systems in the counties.

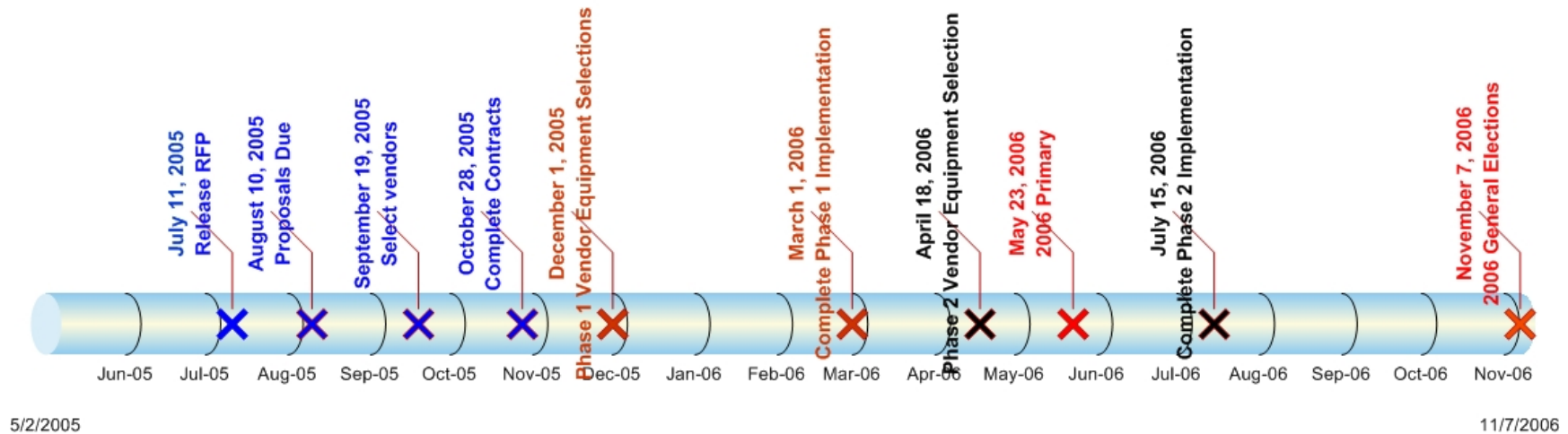
The State of Arkansas intends to separate the rollout into two phases. **Phase 1** involves the full replacement of punchcard and lever voting systems in counties throughout the State. Please refer to Attachment 2 to locate those counties. **Phase 1** also involves selecting a vendor to provide at least one physically accessible DRE in every other polling place throughout the state prior to use in the May 23, 2006 Primary.

**Phase 2** involves all remaining counties.

The Secretary of State's Office views these two phases as being separate and distinct for project management purposes. However, the State understands that some counties, which might otherwise be "Phase 2 counties," want to accelerate their voting system choice and implementation. In order to provide that flexibility, the State will consider on a case-by-case basis requests from counties to move ahead their voting system deployments.

Figure 1

### Implementation Schedule of HAVA-Compliant Voting Systems in Arkansas



Phase 1: Implement full replacement in punchcard and lever counties; implement accessible DREs in one polling place in all other counties.  
Phase 2: All remaining counties make final voting system choices and complete implementations.

## RFP Time Table

The following Time Table represents the major anticipated events in the bid process and target dates. Except as otherwise noted, the Time Table is not alterable except at the sole discretion of the Arkansas Secretary of State's Office. Vendors may comment in their proposals on the phases, tasks, and deliverables to suggest optimization strategies.

Activity	Target Completion Dates and Times
1. Release of RFP.	July 11, 2005
2. Written (e-mail only) Questions Due (Close of Business, Central Time Zone).	July 18, 2005
3. <b><u>Mandatory Pre-proposal Conference Call</u></b> and release of responses to first round of questions. Vendors intending to participate must contact Mr. Carder Hawkins ( <a href="mailto:carder.hawkins@sos.arkansas.gov">carder.hawkins@sos.arkansas.gov</a> ) not later than July 18, 2005, Close of Business to request the phone number for conference call.	July 20, 2005
4. Second Round of Written (e-mail only) Questions Due (Close of Business, Central Time Zone)	July 25, 2005
5. Secretary of State's e-mail responses to Second Round of Questions.	July 29, 2005
6. Proposal Due Date.	August 10, 2005 (2:00 p.m. Central Time Zone)
7. Initial Evaluation of Proposals.	September 6, 2005
8. Presentations and demonstrations by up to four most highly rated proposals.	September 15, 2005
9. Notification of Apparently Successful Proposer.	September 19, 2005
10. Final Contract Preparation.	October 28, 2005
11. Contract Voting System Order templates ready for counties to sign.	October 28, 2005
12. Counties begin ordering voting systems.	October 31, 2005

Vendors should note that in "Activity 2" above, there is provision for vendors to submit written questions regarding this RFP and procurement. Vendor shall submit these questions prior to the close of business on the date listed by e-mail addressed to [carder.hawkins@sos.arkansas.gov](mailto:carder.hawkins@sos.arkansas.gov).

## **The State of Arkansas Assumes No Financial Responsibility for Proposal Preparation**

This RFP provides potential vendors with the necessary information to prepare a proposal. The issuance of this document and the receipt of a proposal in response to this document shall not in any way cause the State of Arkansas or Arkansas's counties to incur any liability or obligation to any Proposer, financial or otherwise. The State of Arkansas does not assume any obligation to reimburse or in any way compensate anyone for expenses incurred in connection with any proposal submitted pursuant to the RFP. This document is not an offer. Acceptance of any proposal, or portions thereof, will be pursuant to a written contract, executed by the successful vendor and the State of Arkansas.

## **Required Format and Manner of Response**

Please follow the response format below. Proposals that deviate from this format are "non-responsive" and can be disqualified at the sole discretion of the State of Arkansas. Vendors shall specifically direct their responses to answer this RFP. Vendors should not include high-level "sales" material within the body of the proposal. If desired, vendors may attach such material in separate appendices to their proposal. It is essential that the response be thorough. Avoid broad, unenforceable, or immeasurable responses. Vendors may include proposal appendices containing information concerning system solutions or services that may not be evident in the requirements portion only after the requirements have been addressed directly.

A: Submit Ten (10) original hard copies of the technical proposal to the person designated on the cover of this RFP as the intended recipient of vendor responses. The copies must be prepared in an 11-or-12 point font size and in a standard font (such as Times New Roman, Arial, or Tahoma) that is easy to read. The copies must be submitted in sealed package(s) or envelope(s) clearly marked with the Request for Proposal Number listed on the cover page of this RFP and the language "Technical Proposal."

B: Submit Ten (10) original hard copies of the cost and pricing information in a separately sealed envelope clearly marked "Cost Proposal" to the person designated on the cover of this RFP as the intended recipient of vendor responses. The copies must be submitted in sealed package(s) or envelope(s) clearly marked with the Request for Proposal Number listed on the cover page of this RFP and the language "Cost Proposal."

C: Submit with the printed technical proposal One (1) electronic copy of the text of the technical response in an MS Word 2000 document excluding pricing information. This electronic copy shall be on a separate CD clearly marked on the label with the Request for Proposal Number and the language "Technical Proposal" and "MS Word."

D: Submit with the printed technical proposal One (1) electronic copy of the entire technical proposal, including all materials in the proposal's Appendices but excluding all pricing information, in a PDF format (capable of being read by Adobe Acrobat 5.0 Reader or above) on the CD clearly marked on the label with the Request for Proposal Number and the language "Technical Proposal" and "PDF."

E: Submit with the printed cost proposal One (1) electronic copy of mandatory pricing information in Tables 1, 2, 3, A, B, C, and D (below) in Microsoft Excel 2000 format in a separately sealed envelope clearly marked "Cost Proposal." This electronic copy shall be on a separate CD clearly marked on the label with the Request for Proposal Number and the language "Cost Proposal."



The person signing the vendor's Proposal shall initial all alterations or erasures in ink. Technical proposals and cost proposals must both be received by the deadline in the Time Table, and date and time-stamped by Arkansas Secretary of State's Office, at the address on the cover of this RFP. Soft copies submitted by e-mail as well as oral, telegraphic, telephone or facsimile proposals will not qualify to meet the deadline and will not be accepted or considered.

The proposal must respond to each mandatory requirement in Attachment 1 and should respond to each optional requirement. Include the appropriate requirement number(s) reference for each response and present that information in the same order as in Attachment 1 of the RFP.

## **Required Proposal Format: Technical**

### ***Work Plan***

The proposal must contain, but not be limited to, a response stating the understanding of the work to be performed and proposing an approach to work with the Secretary of State's Office and Arkansas's county elections offices in completing the project in a timely manner.

**Phase 1:** The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational complete replacements of voting systems in Arkansas's 13 counties that currently use punchcard, lever, or other voting technologies scheduled for replacement. The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational physically accessible voting systems in the State's remaining polling places, with up to a potential 2000 sites throughout the State.

The work plan shall contain at a minimum the **detailed** list of tasks, the types of personnel, by professional and technical labor categories, and the approximate time expressed in days required to (a) assess specific organizational and technical requirements for replacing the voting systems in 13 counties and providing physically accessible voting systems in any other county, (b) manufacture and ship the voting equipment, (c) move the systems through the State and county's acceptance testing, (d) train the county's professional election staff in system storage, maintenance, and deployment, (e) train the county's poll workers in election-day operation, (f) assist in deploying the systems into the polling places, (g) assist in preparing reports on election results, and (h) provide other on-call support during the election cycle.

The deadline for completion of all Phase 1 deliverables is the May 23, 2006 Preferential Primary, by which time the replacement voting systems and physically accessible voting systems shall have been used successfully.

Vendors' proposals shall present the above work plan information for this Phase in the format of a preliminary, but detailed, Gantt chart that list tasks, the numbers of vendor resource persons assigned to the tasks, the labor days those resource persons will devote to the tasks, and the proposed dates associated with those tasks.

**Phase 2:** The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational both complete and partial voting systems throughout the remaining counties in Arkansas. The proposals shall provide plans for Phase 2 on a single county basis. That is, vendors' proposals shall provide a work plan on an assumption that a county chooses its voting system to replace all or part of that county's voting system. The work plan shall contain at a minimum the **detailed** list of tasks, the types of personnel, and the approximate time required to (a) assess a county's specific organizational and technical requirements, (b) manufacture and ship the voting equipment, (c) move the systems through the State and county's acceptance testing, (d) train the county's professional election staff in system storage, maintenance, and deployment, (e) train the county's poll workers in election-

day operation, (f) assist in deploying the systems into the polling places, (g) assist in preparing reports on election results, and (h) provide other on-call support during the election cycle.

The deadline for completion of all Phase 2 deliverables is the November, 2006 General Election, by which time all voting systems in all counties shall have been used successfully.

Vendors' proposals shall present the above work plan information for this Phase in the format of a preliminary, but detailed, Gantt chart that list tasks, the numbers of vendor resource persons assigned to the tasks, the labor days those resource persons will devote to the tasks, and the proposed dates associated with those tasks.

### ***Vendor Profile and Ability to Execute***

The Vendor's ability to meet requirements and provide a successful system is of critical importance. The proposal must include detailed information for the following:

**Primary responsibility for completion of work:** Vendor's proposals shall specify the primary responsible party for completion of the work. This is the party that is responsible for ensuring (a) the requirements and deliverables of the RFP are met and (b) all tasks are completed. Only one company may be specified as the primary responsible party, even if a consortium is proposed to implement the project. It is the State of Arkansas's preference that the prime vendor and primary responsible party is a vendor who manufactures, supplies, and services the voting system proposed for use in Arkansas's counties.

**Locations:** Identify all locations that will be used to support this project and the operations handled from these locations. Indicate which ones are centrally coordinated or wholly owned, franchised or locally controlled. Identify the specific locations at which (1) voting equipment hardware manufacturing and assembly, (2) software development, and (3) help desk or call center support will occur during system implementation, warranty periods, and subsequent maintenance periods.

**Resources:** State the number of employees and subcontractors broken down by their status (employee, subcontractor, or independent contractor) that the vendor, if successful in this procurement, will assign to this project. Provide the résumés of the key project members, including all technical and training personnel, and executives that will be assigned to the project. The State of Arkansas and Arkansas's county elections offices retain the right to accept or reject the vendor's resource personnel at the time of contract negotiation. After entering into an agreement with a vendor, the State of Arkansas and Arkansas's counties shall retain the sole right to insist on removal and replacement of any of the vendor's resource persons at any time during the term of the Contract. After entering into an agreement with the vendor, the vendor shall not substitute personnel assigned to this project without receiving prior, written authorization to do so by the Secretary of State and Arkansas's counties, which shall not be unreasonably withheld.

**Strategic relationships for work on this project:** List all subcontractors (both by name of company and resource personnel) and outsourced services to be used in providing the voting system and related services in the State of Arkansas. For each major subcontractor provide a profile of the subcontractor, an indication of the firm's ability to perform on this project, and the nature of the relationship between the prime contractor and the subcontractor (such as 1099, contractual partnership, partial ownership, or cross-ownership). Vendors' proposals shall contain a statement from each and every subcontractor and proposal team member agreeing to the terms, conditions, and requirements of the proposal and any subsequent contract made with the State of Arkansas pursuant to this procurement.

***Financial Strength***

**Total Annual Revenue:** State the prime vendor's and each subcontractor's total annual revenue for the past five (5) years if the company has been in business, either as a single entity or as a division, subsidiary, or owned affiliate of a parent company. Indicate the revenues associated with the provision of services relevant to the provision of goods and services to election offices. If this information is not available for five (5) years the vendor and the subcontractor(s) shall state the reason(s) why the information is not available. **It is not acceptable for a vendor to respond that detailed financial information will be provided only after the vendor is selected as an apparently successful vendor. Failure to provide adequate financial information might, in the sole discretion of the Secretary of State, lead to disqualification of the vendor from further consideration in this procurement.**

**Annual Reports:** Include the prime vendor's and each subcontractor's most recent annual report and Audited Financial Statements (or SEC filing 10K) for the past five (5) year if available. If this information is not available for five (5) years the vendor and the subcontractor(s) shall state the reason(s) why the information is not available.

***Response to Requirements***

This RFP identifies in **Attachment 1** entitled "Project, Business Process, and Technical Requirements" a list of requirements that proposals must meet to be considered by the Arkansas Secretary of State. If a vendor's proposal does not respond to a "MANDATORY" requirement or if a vendor states that their proposed, certified system will not meet the "MANDATORY" requirement at the time of delivery and at no additional cost to the State of Arkansas or its counties, the State of Arkansas may, at its sole discretion, deem the proposal non-responsive and eliminate it from further consideration.

Vendors' proposals shall respond with detailed, point-by-point narrative to each and every one of these requirements listed in this Request for Proposals. They shall state whether or not their proposed solution meets the requirement now (and are included within the RFP's cost proposal) or will be customized to meet each requirement (and are included within the RFP's cost proposal) and discuss how it meets or will meet each requirement. If the proposed solution does not meet the requirement or will not be delivered to the State of Arkansas and its county elections offices within the total cost proposal, vendors should mark the "No" response for that requirement.

Failure to provide (1) a clearly noted response to all requirements and (2) sufficient narrative to assist the evaluation team in assessing the merit of the response might result at least in a lowered evaluation for the proposal and may result in the proposal being deemed non-responsive to the Request for Proposals. The State will consider a simple re-statement of the proposal's requirement or a simple statement that the vendor's system will meet the requirement, without accompanying narrative explaining how the vendor's system meets the requirement, as non-responsive to the RFP.

To assist vendors in preparation of their proposals and meet this requirement of responding to each of the requirements, the requirements are contained in two separate files, named REQUIREMENTS.RTF and REQUIREMENTS.TXT. Vendors should find one or the other versions of this file capable of being imported into most popular word processing packages. These files will be available for download during the RFP response period on the HAVA page of the Secretary of State's website.

***Confidentiality of Information in Proposals***

Any confidential, proprietary, copyrighted, or financial material submitted by respondents may be marked as such. However, all submittals by proposers will be available for review to the

extent permissible, pursuant to the Arkansas Freedom of Information Act, 25-19-100 et seq. Vendors are responsible for reviewing and understanding the nature of this Act. Vendors should assume at a minimum (1) that it will be public knowledge that they have submitted a proposal and (2) that their cost proposal will be public information.

**Required Proposal Format: Cost**

Vendors shall submit their cost proposals in both hardcopy tables and electronic spreadsheets used to produce the hardcopy tables in their proposals. The Secretary of State provides the following tables (Tables 1, 2, 3, A, B, C, and D) and associated Microsoft Excel spreadsheet templates that vendors shall use in preparation of their cost proposals. These files will be available for download during the RFP response period on the HAVA page of the Secretary of State's website.

Vendors shall submit their cost proposals by completing the **unshaded cells** in each and all of Tables 1, 2 and 3, using the number of cells and rows as are necessary to present complete and binding costs the goods and services they are proposing to the State of Arkansas and its counties.

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[illegible]

Table 3				
<b>Services: Various services associated with installing the system, integrating voting devices and election management systems in the county elections office</b>				
NUMBER OF HOURS OF SERVICE IN COUNTY	SERVICE CATEGORY	BRIEF DESCRIPTION	UNIT PRICE	TOTAL PRICE
Please leave this column blank. Counties are to fill in this column when they order voting systems software from the Vendor	Vendor's proposed service	Brief description of the proposed service	Vendor's proposed hourly rate	Please leave this column blank. Counties are to fill in this column when they order services from the Vendor
	Installation support, service, integration of voting and vote tally systems in county office, election cycle technical support			
	Voter Outreach Personnel			
	Trainer			
	System or application designer			
	Business analyst			
	Computer programmer			
	Technical documentation writer			
	Other:			
	Other:			
	Other:			
	Other:			
	Other:			
	Other:			
	Other:			
	Other:			

***Comparative Costs of Implementing Vendor Offerings***

The Secretary of State also intends to provide counties with comparable information, based on vendors' proposed goods, services, and costs in Tables 1, 2, and 3, about the costs they will incur if they select the various technologies offered by the apparently successful vendor. In order to create this comparison, the Secretary of State requires vendors to complete Tables A, B, C, and D and include them in their cost proposals. Each table contains an alternative scenario for implementing a different voting system technology in a hypothetical polling place. The scenarios in these tables are for comparative purposes only and do not bind or commit the State or any county to purchase a specific system configuration.



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the “Contractor” or (2) their specific disagreement with any part of each and all of the terms and conditions in **Attachment 3** in the event the Secretary of State selects the vendor to be the “Contractor.”

If a vendor states a specific disagreement with any part of any of the Terms and Conditions in **Attachment 3** or if a vendor offers substitute or additional Terms and Conditions, the vendor must do so in its proposal. Vendors who state a specific disagreement or offer substitute or additional Terms and Conditions in their technical proposal shall state clearly and specifically in a separate section of the cost proposal whether the disagreement or substitute/additional Terms and Conditions adds or subtracts specific dollar amounts from their cost proposal.

### **Proposal Review and Evaluation Teams**

The Secretary of State’s office will create a review team and an evaluation team of State personnel, consultants, and Arkansas county personnel to review and evaluate proposals submitted by vendors.

### **Proposal Evaluation Criteria**

Scoring of technical requirements in the RFP shall be according to the criteria and weight assigned. Cost proposals will be evaluated separately. Specifically, proposals will be evaluated first on (1) the financial stability of the company, (2) the firm’s ability to meet requirements A, B, C, and D in the following “Mandatory Requirements” section, (3) the proposed system’s general conformance to Federal and State laws, (4) the vendor’s understanding of Arkansas’ elections operations and needs, (5) the vendor’s proposed project plan to define requirements, prepare a detailed design, customize existing software, and execute an implementation strategy for a multiple voting systems throughout Arkansas, (5) the proposed system’s ability to meet State and county legal and functional requirements for voting systems hardware, firmware, software, and support services, (6) the proposed system’s ability to meet technical requirements stated in this RFP, (7) the proposed solution for audit and security management of the statewide system, and (8) the vendor’s proven experience and qualifications in installing and supporting of the proposed system(s). Offerors that do not meet the minimum Mandatory Requirements in the RFP will NOT be considered for evaluation of technical requirements or of cost proposals.

Upon the opening of proposals submitted by the “Proposal Due Date” in the RFP Time Table specified in this RFP, the sealed cost proposal packet will be placed, unopened, in secure storage. After opening the administrative documents and technical proposal packet, each proposal will be evaluated first to determine if the proposal meets or fails to meet each of the defined Mandatory Requirements listed below. If the State finds that a proposal fails to meet one or more Mandatory Requirement, the proposal will receive no further consideration. Any such eliminated proposal will be immediately disqualified.

Proposals that fully meet each and every Mandatory Requirement will then be evaluated by the designated review and evaluation teams. Various portions of the requirements will be assigned value. The Evaluation Team will score each item (or group of related items).

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the Secretary of State Review and Evaluation Teams during the assignment of rating points. The apparently successful proposal shall be defined as the proposal that, after the evaluation of both technical and cost proposals and satisfaction of all other mandatory requirements, provides the best overall solution and the best value for the State of Arkansas as determined solely by the Secretary of State’s Office.

The project manager will examine proposals for general compliance with the terms and conditions of this solicitation and then forward responsive proposals to the Review and Evaluation Team. The Evaluation Team will score the proposals.

The evaluation of the proposal involves the point scoring of each proposal in the following areas according to pre-established criteria. A maximum of 1500 points is available for each proposal.

### ***Mandatory Requirements***

Proposals must meet each of the four (4) following Mandatory Requirements in order to advance to the ensuing phases of evaluation:

- A. The offeror shall document that offeror has fully installed voting systems or their component parts that are substantially the same as those being proposed for use in Arkansas's counties, fully compliant with the requirements of the Help America Vote Act, or have made substantial progress in installing such voting systems or their component parts in one or more jurisdictions similar in population size to one of Arkansas's five largest counties in the past two years, and shall provide references for such achievements.
- B. The offer shall document that the offeror has sold and installed all of the types of voting systems (i.e., physically accessible DRE voting devices, medium-duty optical scan voting devices, heavy-duty optical scan voting devices, and certified election management and vote tally software) required by the State of Arkansas in this proposal.
- C. The offeror's proposed voting system(s) and functional capabilities must meet all federal election laws and regulations and conform to election laws and regulations in the State of Arkansas. Provide a detailed explanation of how compliance is achieved.
- D. The offeror must demonstrate a manufacturing, organizational, and financial capability for meeting the State's schedule and deadlines and simultaneously installing and supporting its voting systems in 75 counties.

Each vendor's proposal shall contain responses to these mandatory requirements in its opening sections. This early location will allow the Review and Evaluation Teams to determine immediately and conclusively the ability of the firm's proposed solution to meet these requirements. Vendors' proposals that do not offer clear, documented evidence of meeting these mandatory requirements may be eliminated from further consideration.

### ***Detailed Proposal Review and Evaluation***

Vendors' proposals that the Review Team and Evaluation Team deem as meeting the minimum mandatory requirements A, B, C, and D (above) will advance to the Evaluation Team for more detailed review. The Evaluation Team will use the algorithm in Table 2 to score each vendor's proposal that has established it meets the minimum mandatory requirements listed above.

**Table 2: Proposal Evaluation Criteria**

<b>SCORING</b>	<b>Points Possible</b>
<b>FINANCIAL STABILITY:</b> Includes all matters related to financial and corporate stability of the offeror and any/all third parties.	100
<b>GENERAL SYSTEM CONFORMANCE:</b> Includes capability of the system(s) to address HAVA requirements. Includes knowledge of and familiarity with the state's election laws and procedures; the ability to integrate with other systems; and, the significance and effectiveness of any third-party relationship(s). Includes also the vendor's understanding of and acceptance of the legal terms and conditions in Attachment 3.	100
<b>VENDOR UNDERSTANDING AND PROJECT PLANNING</b>  The offeror's proposal displays a thorough technical understanding of, (1) the requirements of the Help America Vote Act and, (2) Arkansas's legal and operational requirements for voting system hardware, firmware, software, election management systems, installation services, training services, and voter education. Also, the offeror's proposal contains a preliminary, detailed project management plan for implementing their proposed voting systems in small, medium, and large counties that meet all of these requirements.  This evaluation includes reviews of the vendor's proposed lifecycle development methodology, training plans and training personnel, quality control and quality assurance deliverables, issue and risk management, and documentation deliverables.	200
<b>VOTING SYSTEM AND ELECTION MANAGEMENT SYSTEM:</b> Includes, but is not limited to, technical and functional aspects of DRE voting devices, optical scan voting devices, and election management system technologies. This component of a vendor's proposal derives value directly from the quality of responses to the technical and functional requirements stated in this RFP.	300
<b>AUDIT AND SECURITY MANAGEMENT:</b> Includes, but is not limited to, the vendor's proposed systems capabilities to produce secure system audit logs, provide election officials with secure access to election data, and all security aspects of hardware, firmware, and software. Includes the vendor's proposal for developing security and business continuity plans, capability of developing and securing transaction and audit logs, and all aspects of hardware, network, software, physical, and operational security. Includes the ability of the proposed system to provide voting system confidentiality, integrity, and accessibility to all of Arkansas's voters.	100
<b>EXPERIENCE AND QUALIFICATIONS:</b> Includes prior installations of the proposed voting system(s) in election jurisdictions, especially those comparable to Arkansas. Includes a review of proposed project personnel profiles, proposed training methods and materials, and the proposed statement of work for implementing voting systems in potentially multiple jurisdictions throughout Arkansas.	150
<b>COST:</b> The maximum number of points awarded for COST will be 550. COST points will be determined by examining the total cost to implement a vendor's hardware, firmware, software, printers, collateral materials, installation services, training services, annual maintenance fees and licenses, and other support services.	550
<b>TOTAL POSSIBLE POINTS</b>	1500

***Transmittal Letter***

The vendor's technical proposal shall also include a Transmittal Letter signed by a person authorized to bind the firm into contract and a completed Disclosure Form Governor's Executive Order 98-04.



## ***Voting System Requirements by Category***

### **Certification/compliance**

#### ***Certification/compliance***

##### **Requirement 2**

##### **Certification: voting system hardware and firmware.**

The vendor's proposed DRE system and physically disabled accessibility units as identified by the same system software, hardware, and firmware version numbers proposed to the State of Arkansas and listed in the narrative response to this requirement, shall have been tested successfully against the 2002 Voting System Standard by Independent Testing Authorities (ITA) selected by the National Association of State Election Directors (NASD) and/or the U.S. Election Assistance Commission (EAC).

Vendors' proposals shall include positive documentary evidence from the recognized ITA, clearly identified and included as an attachment to the proposal, of successful completion of the software, hardware, and firmware tests for the DRE system proposed for use in the State of Arkansas.

Vendors' proposals shall include the dates on which (1) the ITA(s) completed testing the vendor's software, hardware, and firmware being proposed to the State of Arkansas and (2) the NASD and/or the EAC assigned a certification number to the vendor's software, hardware, and firmware being proposed to the State of Arkansas.

Vendors' proposals shall list all problems during the ITA software, hardware, and firmware testing and NASD certification with a detailed, documented explanation of failures and resolutions resulting in the successful acceptance by the testing and certification process.

Vendors' proposals shall include an affirmative statement that the vendor will provide all necessary assistance to the State of Arkansas to obtain full copies of the ITA software, hardware, and firmware test results for the proposed configuration if the State of Arkansas chooses to review the test results. Vendor proposals shall state clearly any restrictions they will place on such a review. (NOTE: Failure to provide all reasonable access to the ITA test documentation and results may result in a disqualification from further consideration.)

Vendors' proposals shall contain a written, specific agreement that authorizes the relevant ITA to discuss their procedures and findings

from their tests on the vendor's software, hardware, and firmware with representatives and authorized agents from the State of Arkansas.

Item status: MANDATORY

☐ YES, the vendor's proposal meets this requirement

☐ NO, the vendor's proposal does not meet this requirement

**Requirement 3**

**Certification: continued hardware/firmware certification.**

Vendors' proposals shall contain a written description of the vendor's action plan to maintain software, hardware, and firmware certifications by Independent Testing Authorities (ITAs) selected by NASED and/or the EAC of the proposed DRE system and physically disabled accessibility units during coming upgrades and versions.

Item status: MANDATORY

☐ YES, the proposal meets this requirement

☐ YES, the proposed system will be customized to meet this requirement and the capability is included in the proposed cost

Vendor's Narrative:

**Requirement 34**

**Election law compliance.**

The vendor's proposed systems and functionality provided by the systems and all voting devices shall comply with all provisions of Federal, State, and local election laws and regulations, and future modifications to those laws and regulations.

Additionally, all vendor-supplied information technology shall comply with relevant Arkansas legislation and regulations governing acquisition and use of government information technology. For example, Act 1227 of 1999 required the Arkansas Department of Information Systems to develop Non-visual Standards for Arkansas that ensures the needs of Arkansans who are blind or visually impaired are met through reasonable accommodation in the information technology products and services of the state. Information technology products and services include data, voice, and video technologies, as well as information dissemination methods such as the Internet.

Vendors' proposals shall contain detailed narrative (a) affirming that the firm's authorized representatives have read and understand all applicable Federal, State, and local election and information technology laws and regulations, (b) affirming specifically that the firm's authorized representatives have read, understood, and agree to

comply with the requirements of the Help America Vote Act of 200, (c) affirming specifically that the firm's authorized representatives have read, understood, and agreed to comply with the requirements of Arkansas election code, including Act 2233 of the 2005 Arkansas General Assembly, (d) affirming specifically that the firm's authorized representatives have read, understood, and agreed to comply with the requirements of Act 1227 of the 1999 Arkansas General Assembly, (e) affirming that the proposed system and functionality provided by the election management system and all voting devices shall comply with all provisions of Federal, State, and local election and information technology laws and regulations, and future modifications to those laws and regulations, and (f) describing actions the firm will take to keep the proposed voting system supplied to the State of Arkansas in compliance with all applicable election laws and regulations.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 50**

**Compliance with accessibility requirements.**

The vendor's proposed voting system software, hardware, and firmware shall meet all requirements of Federal and State law that address accessibility to voting systems. These laws include, but are not necessarily limited to, (a) the Help America Vote Act, (b) the Americans with Disabilities Act, (c) the Federal Rehabilitation Act, and (d) Arkansas's Act 1227 of 1999. These acts apply not only to the assistive voting devices, but also to the capabilities of other components of the vendors' proposed systems such as the election management system and the vote tabulation system. The vendor, in submitting a proposal, shall acknowledge explicitly that their proposed software, hardware, and firmware are all in compliance with the relevant accessibility portions of these laws and that the vendor will maintain this compliance at no additional cost to the State of Arkansas or Arkansas' counties.

Vendors' proposals shall provide narrative describing any caveats or exceptions to this requirement.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the capability is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 96

**Legal actions and de-certification actions.**

Vendors' proposals shall include narrative descriptions of the following:

(a) any outstanding legal actions or potential claims against the prime vendor, prime vendor's owners, prime vendor employees or any party associated with the vendor's proposal and a brief description of any such action,

(b) any settled or closed legal actions or claims against the prime vendor and all subcontractors over the past five (5) years,

(c) determinations or rulings against the prime vendor or any subcontractors in a Federal, state or local court of law in a court case involving the use of any of its voting systems,

(d) decertifications of any of the vendor's systems, equipment, or software by any Federal, state, or local jurisdiction and the reason for decertification,

(e) debarment actions taken by any state or local government against the prime vendor and all subcontractors during the past five (5) years.

Item status: MANDATORY

☐ YES, the proposal meets this requirement  
☐ NO, the proposal does not meet this requirement

Vendor's Narrative:

## ***Documentation***

Requirement 59

### **Error messages and fault detection.**

The vendor's proposed systems shall provide poll workers with a method to detect immediately if a voting unit is not operating properly, consistent with the 2002 Federal voting system standards for DREs and the 1990 Federal voting system standards for optical scan voting devices.

Vendors' proposals shall contain a detailed list and description of the error messages that will appear on the voting devices, the controller (if any), and the paper ballot printer to indicate that a component has failed or is malfunctioning.

Vendors' proposals shall contain descriptions of any warning lights and audible alarms on any system component that warn if a component is not working properly.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 63

### **Recommended arrangement of polling place.**

Vendors' proposals for DRE voting equipment shall contain a recommended arrangement of check-in tables, booths, the paths of travel for voters, and placement of electrical cords and connections to allow for (a) efficient flow of voters on Election Day, (b) maximum confidentiality and privacy while voting, and (c) maximum safety for voters and poll workers.

Vendors' proposals for medium-duty optical scan voting equipment shall contain a recommended arrangement of check-in tables, booths, the paths of travel for voters, and placement of electrical cords and connections to allow for (a) efficient flow of voters on Election Day, (b) maximum confidentiality and privacy while voting, and (c) maximum safety for voters and poll workers.

Vendors' proposals for heavy-duty optical scan voting equipment shall contain a recommended arrangement of placement of electrical cords and connections to allow for (a) efficient, accurate operation of the voting equipment during ballot tabulation periods and (b) maximum safety and ergonomic comfort for poll workers.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 66

#### References.

Vendors' proposals shall provide the institutional name of the largest government "county installed site" at which they have \_completed\_ implementation of the DRE voting system they are proposing to the State of Arkansas.

Vendors' proposals shall provide the institutional name of the largest government "county installed site" at which they have \_completed\_ implementation of the medium-duty optical scan voting system they are proposing to the State of Arkansas. (This reference site must be different from the reference site listed for the DRE implementation in the paragraph immediately preceding this one.)

Vendors' proposals shall provide the institutional name of the largest government "county installed site" at which they have \_completed\_ implementation of the heavy-duty optical scan voting system they are proposing to the State of Arkansas. (This reference site must be different from the reference sites listed for the DRE implementation or the medium-duty optical scan voting system in the two paragraphs immediately preceding this one.)

Vendors' proposals shall provide the institutional name of the largest government "county installed site" at which they have \_completed\_ implementation of the election management software they are proposing to the State of Arkansas.

"Largest" in the above sentences refers to the county installed site that has the largest number of active and inactive registered voters in their voter registration databases for the 2004 General Election.

For each site reference, vendors must provide:

- (a) Client Name,
- (b) Number of total voter registration records in the county's database,
- (c) Client Key contact,
- (d) Key contact phone number and address,
- (e) Overview of the client organization,
- (f) List of deliverables for the project,

- (g) Project start and end dates,
- (h) Description of the approach and activities used in both project management and transfer of knowledge to the county election staff,
- (i) Any additional information that will help the evaluation team understand the scope and complexity of the engagement, such as dollar value of the project or the number of voting devices delivered to the county,
- (j) Specific knowledge and/or experience required by the engagement in design and implementation of systems with a very high level of system security.

For each of these references, the vendor must state clearly if there is any financial partnership, joint marketing agreement, royalty payment, or other mutually beneficial financial arrangement between the vendor and the reference site or any of its employees.

Vendors must provide the institutional names of ALL government installed sites at which they have been involved with an implementation of a new DRE or optical scan voting system in the past five (3) years. For each site reference, vendors must provide:

- (1) Client Name,
- (2) Client Key contact,
- (3) Key contact phone number and address,
- (4) Overview of the client organization.

Representatives or agents of the Arkansas Secretary of State's Office and its voting system evaluation team members might call any or all of these reference organizations. We strongly suggest that you notify them of that possibility.

Item status: MANDATORY

☐ YES, the proposal meets this requirement

☐ YES, the proposed system will be customized to meet this requirement and the capability is included in the proposed cost

Vendor's Narrative:

**Requirement 68**

**Quality assurance documentation.**

Vendors' proposals shall specify their firm's internal quality assurance and configuration management policies and practices. Specifically, the proposals shall discuss steps taken to assure that (a) their system will meet the County's business and functional requirements when delivered, installed, and accepted, (b) their system will continue to meet those requirements as they change, and (c) provided updates will not "regress" or otherwise interfere with County operations.

The proposals shall present a detailed listing, with examples, of quality assurance, configuration management, and company-prepared system test documentation that will be provided to a County elections office with each new hardware, firmware, or software release and upgrade to demonstrate points (a), (b), and (c) in the above paragraph.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 84**

**Technical and end user documentation.**

The vendor's proposed system shall include a complete hardcopy set of (a) technical documentation, (b) database and application documentation, and (c) end user documentation that will be delivered and considered as an integral part of the system. The State of Arkansas requires that the Vendor deliver three (3) complete sets of this documentation to each jurisdiction in which it installs its voting devices or election management system. Vendors' proposals shall state clearly a commitment to provide this quantity of documentation.

Vendors' proposals shall include a listing of all collateral documentation that will be provided to each jurisdiction, including but not limited to (i) pollworker instruction pamphlets, (ii) pollworker "flashcards" with quick instructions, and (iii) handouts for voter and community education. Vendors' proposals shall state the numbers of pieces of each of these types of documentation will be provided as part of the installation and election preparation services rendered to each county.

In addition to the description of the documentation content, vendors' proposals shall contain a detailed description of the firm's procedures and frequencies for providing updates to the documentation as hardware, software, network, and operational changes occur.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement



Vendor's Narrative:

Requirement 85

**Online help feature.**

The vendor's proposed election management and vote tabulation system shall include an online, indexed "help" capability to assist users and administrators in finding information relative to system and application functions and operations.

All online documentation shall be resident on the county elections office servers and/or client work stations. This section of the requirement means that the documentation shall not be solely resident on the vendor's website for access by the county elections office.

(Vendors shall indicate in their narrative responses the degree to which their proposed system contains an online, context-sensitive "help" capability. Provision of a context-sensitive "help" capability is NOT mandatory.)

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

### ***Election Management System***

Requirement 20

#### **Handling multi-member districts.**

The vendor's proposed DRE and optical scan systems shall accommodate multi-member districts whereby multiple votes are cast for more than one office in the same election. Vendors' proposals shall describe in detail the manufacturing and internal testing steps taken to assure that the proposed systems accurately receive and tabulate results from multi-member districts whereby multiple votes are cast for more than one office in the same election. Vendors' proposals shall describe in detail the steps required to (1) set up the systems and their ballots to handle multi-member districts and (2) tabulate and report results in multi-member districts.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 37

#### **Ballot layout operations.**

The vendor's proposed software shall support both automated and manual ballot layout for the DRE system.

Vendors' proposals shall provide a detailed description of the operations for setting up and preparing ballots for (a) the DRE devices, (b) sample ballots, and (c) actual ballots for use in absentee voting.

Vendors' proposals shall provide a detailed description of the proposed software's flexibility to allow modifications and corrections to the ballot layout.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 39

#### **Devices and ballot designs supported.**

The vendor's proposed software shall list all devices or ballot designs, including sizes and formats, its automated ballot layout software will prepare for use with ballots that will be read by optical scan voting devices.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

**Requirement 40**

**Spanish language support for ballot management.**

The vendor's proposed ballot management system shall provide all of the automated ballot layout functions to prepare ballots in the Spanish language for use with both the DRE system and the absentee balloting system. The vendor's DRE voting devices shall be fully capable of displaying ballot instructions in the Spanish language.

Vendors' proposals shall describe in detail the system's ability to (a) lay out DRE and absentee ballots in the Spanish language, (b) prepare output for proofing Spanish language ballots, and (c) modify and otherwise edit Spanish language ballots.

Vendors' proposals shall list all additional languages, other than English and Spanish currently supported by the proposed ballot management system and DRE voting devices.

Vendors' proposals shall include a description of any third-party software used in the language translation process that resides outside the automated ballot layout software.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 41**

**Voting system component preparation.**

The vendor's proposed system shall provide a method and capability of transferring the ballot images from the automated ballot development software to appropriate system components (that is, the

DREs and/or controller units) rapidly, accurately, and securely. The method of transfer shall be well documented and capable of use by elections or other personnel who have a basic understanding of computer operations.

Vendors' proposals shall contain a detailed description of steps and procedures Arkansas's elections personnel must follow to configure each system component for use at the polls. The proposal shall include all hardware necessary to program the system components for use at the polls.

Vendors' proposals shall give an estimate of the time required to set up the individual DREs, system controllers, and optical scan voting devices to make them ready for delivery to the polls. Vendors' proposals shall include a procedural list of the steps necessary for elections personnel to follow in setting up each component and the time required for each step. The procedural steps in the list shall include all activities necessary from the point the election personnel remove the components from storage to the point the components are ready to be delivered to the polls. For example, the steps might include powering on unit, clearing the prior election setup and data from the components, verifying the "zero state" of the components, setting up and testing the hardware as necessary, loading parameters and data for the coming election, tagging the devices, and carrying out printer setup and maintenance. Vendors' proposals shall include, in detail, a description of the testing procedures for all components of the system and automated tools available to assist in and document the testing procedures.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 43**

**Preparation of ballot tabulation system.**

The vendor's proposed systems shall have a high level of integration between the ballot layout subsystem and the vote tabulation subsystem. This integration shall permit and facilitate the automatic transfer of all ballot setup information from the automated ballot layout module to the single ballot tabulation system that will be used in a fully integrated manner for DRE, optical scan, and any other voting devices proposed by the vendor.

Vendors' proposals shall contain a narrative description of the procedural steps required to prepare the ballot tabulation subsystem for use after the ballot layout has been completed and "locked down" for an election.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 72**

**Error messages in election setup and tabulation systems.**

The vendor's proposed election setup and tabulation software, frequently called the election management system, shall provide the system administrator and users with the following functional features:

- (a) an ability to obtain a list of all application-related error messages on demand, including the recommended steps to clear and correct the error condition,
- (b) clear and useful error messages from an error-handling module,
- (c) clear and useful warnings, informational, and notice messages,
- (d) an ability for the system administrator to read, search, copy and print error logs that report error conditions or system failures,
- (e) an ability for the system administrator to maintain, archive to backup media, and purge the system error information as required for efficient system administration, and
- (f) an option for access to specified error information by authorized users, with the stipulation that no one other than the system administrator shall have the access privilege to archive, delete, or purge system error logs.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 90

**Absentee voting system integration with other results.**

The vendor's proposed system shall easily and accurately integrate absentee voting results with Election Day and Early Voting results (if applicable) in a timely and completely accurate manner.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 102

**Provisional voting--tabulation.**

The vendor's proposed DRE and optical scan voting devices shall provide the capability to (1) download results easily from provisional ballots into the final vote tabulation system and (2) integrate those results easily and accurately into vote tally results from all other voting devices, once those provisional ballots have been determined to be eligible for counting.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 123

**Integration with election night reporting.**

The State of Arkansas requires the vendor to integrate its voting system with the Secretary of State's Election Night Reporting Web Site. Vendors in their proposals shall (1) describe their experience integrating results from their vote tabulation and tally systems with election reporting web sites and (2) describe in detail their approach to researching, designing, programming, testing, and making operational integrating their vote tabulation and tally systems with election reporting web sites.

Vendors should refer to Attachment 4, "Secretary of State Election Night Reporting Web Site <http://www.arelections.org> HAVA Software Integration Requirements," for additional details about the planned

election night reporting web site. In preparing their narrative responses, vendors should be particularly mindful of (1) the required XML interface format, (2) the requirement for transmission through a secure web service between systems, and (3) the format for data elements.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 124**

**Single election management system for all voting devices.**

The vendor's proposed system shall have a single, unified, integrated election management system for all voting devices. The election management system shall include, but not necessarily be limited to, functions for election setup, ballot layout and design, vote tabulation and accumulation, and production of reports on election results.

Vendors' proposals shall describe the proposed election management system software and its ability to serve as a single, unified, integrated election management system for all voting devices being proposed to Arkansas.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 125**

**Integration with voter registration system.**

The State of Arkansas is implementing a statewide voter registration system and has selected ES&S as the software provider and implementation vendor for that system. The State of Arkansas anticipates a need to exchange and integrate certain data between the statewide voter registration system and the voting systems in the counties.

Vendors' proposals shall include descriptions of their firms' experience (1) exchanging and integrating data with voter registration systems

other than their own (if applicable) and (2) the research, design, testing, and implementation steps they anticipate being required to exchange and integrate data with the ES&S "Power Profile" system.

NOTE: While the RFP requires a response to this requirement, the State of Arkansas does NOT require completion of this functional requirement during Phase 1 and Phase 2 of the voting systems implementations required in this procurement.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:



### ***Election Support Services***

Requirement 65

#### **Onsite implementation services.**

Vendors' technical proposals shall contain resumes of at least three potential technicians to provide the following services in Arkansas local election jurisdictions that select their systems for implementation:

- (a) assistance in conducting the user acceptance testing on all proposed hardware, firmware, software, and documentation,
- (b) assistance in receiving and testing the proposed voting system equipment,
- (c) assistance in training Arkansas's election administrators in system administration tasks associated with the proposed system,
- (d) assistance in training poll workers in setting up, using, and troubleshooting the proposed system during early voting and other election activities,
- (e) assistance in programming the proposed system for use in the 2005 Primary or General Election (depending upon the schedule for implementation selected by each county),
- (f) assistance in deploying the proposed system for use in the election,
- (g) assistance in providing early outreach awareness sessions and voter training for use of the proposed election equipment throughout the counties that select the vendor's voting system

The vendor's technical proposal shall contain descriptions of similar services provided by the vendor to at least four other election jurisdictions. One jurisdiction shall be one that has deployed the vendor's proposed DREs countywide in all polling places. One jurisdiction shall be one that has deployed the vendor's proposed optical scan voting machines in each polling place in a county. One jurisdiction shall be one that has deployed the vendor's proposed heavy-duty optical scan voting machines in a central county tabulation site. One jurisdiction shall be one that has deployed the vendor's proposed physically assistive DREs in multiple jurisdictions in a county.

Item status: MANDATORY

☐ YES, the proposal meets this requirement

☐ YES, the proposed system will be customized to meet this requirement and the capability is included in the proposed cost

Narrative:

Requirement 99

#### **Electronic pollbook.**

The vendor's proposed system shall include a capability for an electronic interface or data transfer between a county's voter

registration and the vendor's voting system to facilitate the issuance of correct ballot styles to the voters automatically and electronically. Many refer to this capability as an "electronic pollbook." All counties in Arkansas will operate a standardized voter registration system, the Power Profile system from ES&S.

The vendor's proposed "electronic pollbook" capability shall include the capability to capture "voter history" data for subsequent transfer to and import into the counties' voter registration systems.

Vendors' proposals shall contain a description of the steps to (a) research and design the software outlined in this requirement, (b) develop the application, (c) test the application, (d) document the application, and (e) implement the application in Arkansas's Counties.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 100

**Incident tracking and resolution.**

Vendors' proposals shall provide details of both manual and automated procedures used by the vendor to identify, track, and resolve system problems such as (a) hardware, firmware, and software malfunctions, (b) performance problems, and (c) data corruption in a manner and timeframe that allows elections to be conducted in a reasonable and timely fashion.

Vendors' proposals shall state the name of any automated incident, issue, or problem tracking system used by the firm in providing support to its election system clients. The vendor shall provide sample reports from any automated incident, issue, or problem tracking system that the firm proposes to use in providing support services during the life of the contract with the State of Arkansas and any Arkansas county election office.

Vendors' proposals shall state an agreement to provide to the State of Arkansas, not later than the end of the seventh business day of each month, a "flat ASCII file," with comma-separated values, tab-delimited fields, or fixed fields, that contains the following information on each incident, issue, problem, or other action taken in the previous month by the vendor with regard to any hardware device or software package implemented in any county in the State of Arkansas:

- a. Unique Call Identifier
- b. County Name
- c. Name of county contact person (if available)
- d. Manufacturer of Equipment or Software
- e. Make and Model of Equipment or Name of Software package
- f. Serial Number of Equipment or version number of the Software package
- g. Date Maintenance/Repair Call Initiated
- h. Nature of Problem
- i. Date Repair Completed
- j. Repair Person's name or Employee ID Number
- k. Brief Description of Problem Resolution

This electronic transmission of information shall be in addition to paper copies of "incident reports" or "trouble tickets" that the vendor provided to the county elections office.

Vendors' proposals shall describe how the vendor proposes to provide appropriate repairs, adjustments, or replacements in instances where the vendor learns of problem situations that are likely to negatively affect equipment or software.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

### ***Financial***

**Requirement 6**

**Insurance.**

Vendors' proposals shall contain evidence that the vendor has, or can obtain within five (5) working days of notice of the proposed contract award, sufficient current (a) general business insurance, (b) workers' compensation insurance, and (c) liability insurance to cover the cost of at least all goods and services that will be provided by the vendor under contract to the State of Arkansas

Vendors' proposals shall contain an analysis of why the vendor believes its proposed levels of insurance are adequate to meet the requirements of the State of Arkansas.

Item status: MANDATORY

☐ YES, the vendor's insurance meets this requirement

☐ NO, the vendor's proposed insurance does not meet this requirement

Vendor's Narrative:

**Requirement 11**

**Financial statement.**

Vendors' proposals shall include the most recent audited financial statement (or SEC filing 10K) of all firms included in the proposal, indicating a sound financial condition for the prime vendor and all subcontractors or partner firms included in the proposal.

Vendors' proposals shall demonstrate both financial capability to satisfy requirements for (a) installation of the proposed system and (b) provision of support for the system during at least the next five years if under a maintenance and support contract with an Arkansas County.

By submitting this proposal, the vendor indicates an understanding and agreement that State of Arkansas personnel and evaluation team members will examine the financial statements closely to determine the financial condition of the prime vendor and all subcontractors or partner firms included in the proposal. The State of Arkansas reserves the right to perform additional due diligence in this area, at the sole discretion of the State of Arkansas, prior to award of any contract.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

### **Hardware**

**Requirement 53**

**Complete hardware configuration.**

Vendors' technical proposals for voting systems shall contain, at a minimum, the hardware components necessary to process voters and deliver totals for closing the polls, i.e., (a) voting devices, (b) controller unit (if required for system), (c) printers with DREs for production of contemporaneous paper ballots as required by Arkansas law, (d) printers production of zero tapes and overall results, and (e) other technologies capable of producing contemporaneous independent verification of votes.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 58**

**Electrical requirements and documentation.**

The vendor's proposed systems shall require a minimum number of electrical and electronic connections and shall operate off standard electrical current that is typically found in Arkansas's polling places.

Vendors' proposals shall contain a complete, detailed description of the electrical equipment, required amperage, outlets, surge protectors, and connections required to set up (a) five DRE voting devices, controllers (if any), and attached printers in a polling place and (b) one medium-capacity optical scan voting device in a polling place, and (c) one high-capacity optical scan voting device in a county elections office.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Output: File**

Requirement 44

**Output of ballots.**

The vendor's proposed DRE system shall be able to output files in .PDF format that contain "sample ballots" matching the layout and instructions of each ballot type (including Spanish language ballot instructions) to be used in an election. The .PDF-formatted files shall display the ballot images on standard 8 1/2" x 11" paper.

Vendors' proposals shall contain a detailed procedural description of the steps required to use the system to produce the .PDF-formatted files from the proposed DRE system.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 55

**Voter viewable electronic copies of ballots.**

The proposed DRE system shall produce an electronic copy or representation of the ballot for a voter to review after the voter has made all selections available to her or him. After reviewing the electronic representation of the ballot to his or her satisfaction, making changes to his or her satisfaction on the DRE voting system, reviewing another electronic representation of the ballot showing all selections made, and reviewing paper ballots produced and displayed contemporaneously according to the requirements of Arkansas State Law, the voter must be able to:

- (1) cast the final ballot on the DRE voting machine, and
- (2) store the electronic representation of the ballot in a separate database location on the voting system.

The voting system shall use the electronic ballot as cast on the DRE machine for its vote tabulation and tally functions. The system shall retain the separate electronic representation of the ballot in its separate database location for use only with required recounts.

Vendors' proposals shall contain a detailed narrative of the procedures and methods required for conducting recounts on the proposed DRE devices using (a) electronic tallies stored in the devices, (b) printing the electronic representations of the ballots from the DRE computer storage, and (c) tabulating results from the paper ballots printed contemporaneously with the casting of the electronic ballot as required

by Arkansas Law.

Vendors' proposals shall specify the format (e.g., PDF, TIF, or JPG) in which the system stores the electronic representation of each ballot.

Vendors' proposals shall describe in detail (1) the nature of the system's procedures for creating, displaying for review, storing, and securing the voter viewable electronic representations of ballots, (2) maintaining the privacy, confidentiality, and secrecy of the identity of all voters' electronic representations of ballots (such as, by randomizing the storage order of the electronic ballot representations), (3) the nature of the system's operations for creating, displaying for review, storing, and security the voter viewable, contemporaneously printed paper ballots, and (4) maintaining the privacy, confidentiality, and secrecy of the identity of all voters' contemporaneously printed paper ballots.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 79

**Data export facility.**

The vendor's proposed election management and vote tabulation software shall provide authorized users with the capability to produce electronic files in ASCII (both comma-delimited and fixed-width) format that will contain (a) all data or (b) any user selected data elements from the database that are subject to disclosure under Arkansas's public records laws.

The software shall provide authorized users with the ability to generate these files on an on-demand basis.

After creating such a file, the authorized users shall, at their discretion, have the capability to copy the file to diskette, tape, or CD-ROM or to transmit the file to another information system.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 86

**Non-proprietary data elements and formats.**

Vendors' proposals shall state in clear terms an understanding that all data entered into the system and database by a county elections office is and shall remain the property of that county. No legal stipulation or technical feature in the vendor's proposed system shall require the State of Arkansas or any county elections office to obtain permission from the vendor or pay the vendor any sum in order to access and use any data entered into the system by the county or its voters.

Vendors' proposals shall state in clear terms an understanding that all data entered into the system shall not be in any proprietary or encrypted format that will render it incapable of being extracted into standard ASCII file formats (or standard graphics images where applicable) by reasonably trained staff of the State of Arkansas or an elections jurisdiction using technical documentation provided by the vendor.

Vendors' proposals shall identify any data elements, other than application passwords, that are in any way stored in a format that is proprietary, encrypted, or marked with expiry keys that would render the data incapable of being extracted by trained, authorized users of the State of Arkansas or a county elections office.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 109

**HTML and XML Files.**

The vendor's proposal shall include a detailed description of the system's ability to produce HTML-formatted and XML-formatted output files capable of being loaded and viewed by the current and two immediately previous versions of both Microsoft Internet Explorer, Netscape browsers, and "Firefox" browsers.

The vendor's proposal shall list (a) all of the system's files and reports that can be produced in HTML format, (b) the steps required to produce these files and reports in HTML format, (c) the version of



HTML file produced, and (d) any third-party software that a county elections office must purchase and use with the vendor-supplied software to generate the HTML files.

The vendor's proposal shall list (a) all of the system's files and reports that can be produced in XML format, (b) the steps required to produce these files and reports in XML format, (c) the version of XML file produced, and (d) any third-party software that a county elections office must purchase and use with the vendor-supplied software to generate the XML files.

Item status: OPTIONAL

☐ YES, the proposed system meets this requirement and the capability is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

***Output: Print***

Requirement 22

**Printing candidates and issues in alphanumeric format.**

The vendor's proposed system shall provide the capability to print out results containing candidates and/or issues in an alphanumeric format next to the vote totals. The output capability for these results shall include the ability to print out election results displaying the party identification of all candidates on the ballot.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 33

**Printed record of each ballot cast.**

The vendor's proposed DRE system shall provide a capability to produce a detailed printed record of each ballot cast, while maintaining the absolute confidentiality of the ballot for all Arkansas voters.

Vendors' proposals shall contain narrative describing specifically how the vendor's system operates to produce a detailed printed record of each ballot cast in the event an authorized election technician, AND ONLY AN AUTHORIZED ELECTION TECHNICIAN, desires to produce such documents. The vendor's narrative shall contain a detailed description of the software's controls and procedures that guarantee that the printed record of each ballot cast reflects with 100% accuracy the votes that were cast by the voters at the polls. The vendor's narrative shall contain specific references to the vendor's internal unit, integration, and system test results that confirm the accuracy of the printed record of each ballot cast on its proposed voting equipment. The vendor's narrative shall contain references to any relevant Independent Test Authority test results that confirm the accuracy of the printed record of each ballot cast on its proposed voting equipment.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 38

**Reports from the automated ballot layout subsystem.**

The vendor's proposed system shall generate a variety of reports for use in ballot proofing by Arkansas's local elections staffs.

Vendors' proposals shall include a list and description of all reports the proposed system generates for ballot proofing (such as ballot layout, and candidate order).

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 45

**Printing the system component inventory.**

The vendor's proposed system shall provide the capability to (a) print and (b) prepare an ASCII text file containing the audit trail of all devices contained in the voting system component audit log/inventory for an election. Typically this action will occur after the final certification of an election.

Vendors' proposals shall contain a description of the printed reports available containing data from this voting system component audit log/inventory. At least one printed report shall contain a list of specific devices that were used successfully for voting during the election cycle, devices that failed during the election cycle, and devices that were not used in the election cycle.

Vendors' proposals shall contain a detailed description of (a) procedural steps required to generate an ASCII text file containing all entries of the audit log/inventory, (b) the contents of the standard ASCII output file, and (c) procedural steps to archive the audit log/inventory for permanent storage.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 54

**Contemporaneously printed paper ballots.**

Arkansas law, enacted in 2005, requires DREs to create a contemporaneous paper ballot that voters may inspect prior to casting the final vote on the DRE. Vendors' proposals shall contain a description of the proposed DRE system's ability to produce, upon instruction from the voter, a paper version or representation of the ballot showing all votes as they have been entered by the voter.

Vendors' proposals shall describe in detail (a) the nature of the system's procedures for creating, displaying for review, depositing, storing, and securing the voter verifiable paper ballots, and (b) maintaining the privacy, confidentiality, and secrecy of the identity all voters.

Vendors' proposals shall describe in detail (1) the warning mechanisms and messages their DREs provide to election officials and voters that the paper printer is not functioning properly or (2) the warning mechanisms and messages their DREs provide to election officials and voters that the printer is running low on paper, ink, or other supplies necessary for proper functioning.

Vendor's proposals shall contain sections from their user manuals containing instructions for election officials on replacing paper and ink cartridges on the printers that produce contemporaneous paper ballots during the voting process.

Vendor's proposals shall describe the warnings displayed by their systems to voters that the ballot is not actually cast until the voters press the final screen after reviewing the contemporaneously produced paper ballot.

Vendors' proposals shall describe in detail their DRE's physical and procedural characteristics that prevent voters from being able to touch their ballots as required by Arkansas law.

Vendor's proposals shall describe the operations of their voting devices that produce a contemporaneously produce paper ballot that is capable of serving as the official ballot for recount purposes pursuant to Arkansas State Law.

Vendors' proposals shall contain a clear, affirmative commitment that the vendor shall guarantee that the hardware, firmware, and software provided to Arkansas's election jurisdictions SHALL be upgraded and retrofitted to retain Federal and State certifications required for use in Arkansas, when the Election Assistance Commission adopts standards for such printing devices.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 77

**Standard reports.**

The vendor's proposed system shall provide Arkansas's with a series of standard reports that the system produces.

Vendors' proposals shall list all standard reports that will arrive with the system when it is installed after final acceptance, indicating a short name of each report or output file, a brief description of the report's or files contents, the level of user (such as system administrator or general user) who has authorization to create the report or output file, the module or subsystem from which users generate the output, and a statement of when the report can or must be run.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 78

**General purpose report writer.**

The vendor's proposed system shall provide a software solution that includes a general purpose report writer that can assist in extracting data from the election management and voter tabulation database(s) and format reports using the extracted data. The solution can involve a third party report writer to supplement any capabilities that are internal to the voter registration software.

In general, the preferred solution will involve an ability to query the database and select data independently from any third party report writer software. However, if a vendor's proposal includes and requires the use of third party report writer software, the proposal shall include the name of the software publisher and the name and version number of the software. (The cost of the report writer licenses for all

servers and clients shall be included in any vendor's cost proposal.)

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the  
functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

### **Project Management**

Requirement 70

#### **Vendor's project team resumes.**

The State of Arkansas and Arkansas's counties require a high caliber of experienced professionals provided by the vendor to participate in its system implementation teams. Vendors' proposals must include names and résumés of the firm's proposed (1) project director in Arkansas, (2) installation specialists for assignment in Arkansas's counties, and (3) onsite technical support personnel who will be assigned to this project.

In submitting a proposal, vendors acknowledge Arkansas election officials' right of review and refusal of all personnel working on the voting systems project. The State of Arkansas and Arkansas's Counties retain the unequivocal right to insist on replacing any project team member at any time in the project.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 93

#### **Project organization structure.**

Vendors' proposals shall contain a proposed organization structure through which the vendor will manage projects to deliver and implement their proposed voting systems in any county election jurisdiction. Vendors should present the kind of implementation teams they propose to deploy in (a) small, (b) medium, and (c) large election jurisdictions. Vendors' proposals should define the number of registered voters they consider as making up small, medium, and large election jurisdictions for purposes of their implementation projects. Attachment B contains a list of Arkansas's counties and their respective numbers of registered voters.

Vendors' proposals shall contain a project organization chart showing all positions and personnel proposed by the prime vendor and all subcontractors for work in Arkansas's election jurisdictions.

The proposals shall contain a business organization chart of the prime vendor showing all major business units of the vendor, and indicate which business units will perform the requirements of this contract, where the management of this contract will fall within the vendors' organization, and what corporate resources will be available to support this contract in both primary and secondary roles.

Item status: MANDATORY

☐ YES, the proposal meets this requirement

☐ NO, the proposal does not meet this requirement

Vendor's Narrative:

Requirement 94

**Experience of the vendor's project team.**

Vendors' proposals shall contain a narrative describing the prime vendor's experience providing Voting Systems and rendering services similar to those included in this RFP. This narrative shall include at least:

- (a) A summary of the voting systems and services offered by the prime vendor,
- (b) The number of years the prime vendor and each of the proposed subcontractors have provided voting systems and services,
- (c) The number of clients and geographic locations the prime contractor and all subcontractors currently serve with election systems and services and may potentially serve as the result of any pending bids, with identification of the number of voting system units and scope of current or pending services, and
- (d) Summary of experience including the binding governmental elections and the size and magnitude of the elections in which the prime contractor's system and services were used.

Item status: MANDATORY

☐ YES, the proposal meets this requirement

☐ NO, the proposal does not meet this requirement

Vendor's Narrative:

Requirement 95

**Project status reports.**

Vendors' proposals shall include preparation and delivery of concise, accurate weekly reports of the project's status to (a) each county that selects their voting systems and (b) the State of Arkansas outlining:

- (a) main tasks worked on during the week,
- (b) milestones reached,
- (c) deliverables provided,
- (d) main tasks to be worked on next week,
- (e) project concerns and problems, and
- (f) items needed from the county elections office's project team.

Item status: MANDATORY



☐ YES, the proposal meets this requirement and is included in the proposed cost

☐ NO, the proposal does not meet this requirement

Vendor's Narrative:

**Requirement 118**

**Early termination of contract.**

Vendors' proposals shall state an agreement to the condition that in the event of an early termination of the Agreement for any reason and by any party to the Agreement for delivery of equipment and services to a county elections office for any reason, the county elections office shall pay upon invoice for all services by the implementation technicians rendered during two weeks up to the termination and for the following two weeks to allow for orderly project shutdown.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 127**

**Project management plans and schedules.**

The proposal must contain, but not be limited to, a response stating the understanding of the work to be performed and proposing an approach to work with the Secretary of State's Office and Arkansas's county elections offices in completing the project in a timely manner.

Phase 1: The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational complete replacements of voting systems in Arkansas's 13 counties that currently use punchcard, lever, or other voting technologies scheduled for replacement. The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational physically accessible voting systems in the State's remaining polling places, with up to a potential 2000 sites throughout the State.

The work plan shall contain at a minimum the detailed list of tasks, the types of personnel, by professional and technical labor categories, and the approximate time expressed in days required to (a) assess specific organizational and technical requirements for replacing the voting systems in 13 counties and providing physically accessible voting systems in any other county, (b) manufacture and ship the voting equipment, (c) move the systems through the State and

county's acceptance testing, (d) train the county's professional election staff in system storage, maintenance, and deployment, (e) train the county's poll workers in election-day operation, (f) assist in deploying the systems into the polling places, (g) assist in preparing reports on election results, and (h) provide other on-call support during the election cycle.

The deadline for completion of all Phase 1 deliverables is the May 23, 2006 Preferential Primary, by which time the replacement voting systems and physically accessible voting systems shall have been used successfully.

Vendors' proposals shall present the above work plan information for this Phase in the format of a preliminary, but detailed, Gantt chart that list tasks, the numbers of vendor resource persons assigned to the tasks, the labor days those resource persons will devote to the tasks, and the proposed dates associated with those tasks.

Phase 2: The proposed work plan shall address specifically the vendor's organizational and manufacturing capacity to provide, install, and make fully operational both complete and partial voting systems throughout the remaining counties in Arkansas. The proposals shall provide plans for Phase 2 on a single county basis. That is, vendors' proposals shall provide a work plan on an assumption that a county chooses its voting system to replace all or part of that county's voting system. The work plan shall contain at a minimum the detailed list of tasks, the types of personnel, and the approximate time required to (a) assess a county's specific organizational and technical requirements, (b) manufacture and ship the voting equipment, (c) move the systems through the State and county's acceptance testing, (d) train the county's professional election staff in system storage, maintenance, and deployment, (e) train the county's poll workers in election-day operation, (f) assist in deploying the systems into the polling places, (g) assist in preparing reports on election results, and (h) provide other on-call support during the election cycle.

The deadline for completion of all Phase 2 deliverables is the November, 2006 General Election, by which time all voting systems in all counties shall have been used successfully.

Vendors' proposals shall present the above work plan information for this Phase in the format of a preliminary, but detailed, Gantt chart that list tasks, the numbers of vendor resource persons assigned to the tasks, the labor days those resource persons will devote to the tasks, and the proposed dates associated with those tasks.

Item Status: MANDATORY

\_\_\_\_ YES, the proposal meets this requirement

\_\_\_\_ NO, the proposal does not meet this requirement

Vendor's narrative:

## **Security**

Requirement 31

### **Configuration control and configuration management.**

Vendors' proposals shall contain a detailed description of the configuration control and management software used by the vendor to assure that only correct, tested, and certified versions of firmware and software are delivered and installed in Arkansas at all times. If the vendor uses internally developed software to manage its voting system configuration, the proposal shall state that condition and provide a general description of the software. If the vendor uses a commercial software product for its configuration control and configuration management, the proposal shall provide the name of the commercial configuration control software in use. Under either circumstance, the vendor shall state how long it has used the in-house or commercial configuration control software.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 42

### **Voting system component inventory for election use.**

The vendor's proposed system shall maintain an automated audit log and inventory of all devices and system components configured and placed in the inventory for use in an election. The vendor's proposed audit log/inventory shall contain at least (a) hardware logs, (b) component failure data, (c) detailed activity logs on each of the system components used in an election, (d) ballot images used on each DRE machine, (e) ballot types accepted by optical scan voting machines, and (f) operator activity entries.

Vendors' proposals shall describe in detail:

(a) how the system generates and stores the audit log/inventory entries,

(b) the procedures that elections personnel must use to retrieve audit logs from each unit,

(c) the procedures that elections personnel must use to consolidate the audit logs from individual units into a single audit log/inventory,

(d) the data elements included in the audit log/inventory subsystem,

- (e) procedural steps required by a system administrator to maintain the component audit log/inventory on the individual components,
- (f) procedural steps required by a system administrator to maintain the consolidated audit log/inventory,
- (g) the system security capabilities to restrict user authorizations and access rights for creating, reading, modifying, and deleting this audit log/inventory, and
- (h) the abilities of the system administrator ONLY to access the audit/log inventory, copy it to an archive file for permanent storage, output the log file in an ASCII file format for use with various database and spreadsheet programs, and "zero out" or initialize the audit log for subsequent use.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 56**

**Backup power.**

The State of Arkansas is interested in purchasing a voting system that provides a maximum level of availability at critical times to serve the voting population.

The vendor's proposed systems shall include and provide a backup electrical power supply to support the operation of all hardware required to conduct an election should the need arise. The vendor's proposed backup system must provide the capability for the DREs, polling place control units (if applicable), attached paper ballot printers, and optical scan voting devices to operate on backup battery power for a minimum of three (3) hours after interruption of commercial electrical power.

Vendors' proposals shall describe the abilities of their DRE voting devices, control units (if applicable), attached paper ballot printers, and other attached independent voter verification devices to be connected to commercial electrical power both when in use and when in storage. If the DRE voting device, paper ballot printer, or control unit (if applicable) is contained in any type of self-contained case, vendors' proposals shall specify if the case must be opened and the machine removed in order to attach to electrical connection for the

purpose of charging batteries.

Vendors' proposals shall specify the battery backup capabilities being proposed in the technical proposal and in the cost proposal for all DREs, controllers (if applicable), printers, and optical scan voting devices.

Vendors' proposals shall contain narrative specifications of the following for both the individual DRE devices, contemporaneous ballot printers, precinct control units (if used in the polling places), and optical scan voting devices:

(a) the internal output capabilities, capacity, and longevity (in hours) of the batteries required for all devices, assuming that the devices are in use and not in an idle condition,

(b) the speed of cutover from commercial power to battery power upon sudden loss of commercial power,

(c) additional external battery requirements (if any) to keep the voting devices, attached contemporaneous paper ballot printers, and controllers (if applicable) in operation for a full day (13+ hours) of voting activity,

(d) the system's ability to allow authorized users to carry out checks of the charge status for all batteries without opening either the DRE device or any separate battery enclosure. (The preferred method will be through viewing either an electronic display on the DRE itself or by viewing a battery status/warning indicator on the DRE or a separate battery enclosure.)

(e) any recommended or required battery maintenance or replacement activities.

(f) the ability of backup or redundant polling place control units (if applicable) to function properly if placed into use by providing such critical functions as assuring that voters receive the correct ballot.

Item status: MANDATORY

\_\_\_ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 69

**Security procedures and administration.**

Vendors' proposals shall describe steps their project team will take during EACH PHASE of delivering the goods and services required for each county's voting system to assure the highest possible level of information system security. Vendors' proposals shall discuss in detail:

(a) the steps the vendor shall take and documentation they will provide to assure security (including system confidentiality, integrity, and availability) is built into the (i) systems hardware, (ii) systems firmware, (iii) database, and (iv) software designs,

(b) the steps the vendor shall take during administrator training, user training, and system installation to promote good information system security awareness and procedures,

(c) the steps the vendor shall take to assist each County elections office in developing an information system security plan and business continuity plan for the county's voting system,

(d) the specific experience of members of the vendor's proposed team in implementing information system security procedures in other voting system and information system projects, and

(e) the specific training and certification of members of the vendor's proposed team in the areas of information system security and business continuity planning.

Among the steps listed in subparagraph (a), above, vendors' proposals shall include a discussion of the encryption/decryption software and processes included in the vendor's proposed system that will cover all data transmissions in the proposed voting systems' (i) DRE devices, (ii) medium-duty optical scan devices, (iii) heavy-duty optical scan devices, (ii) system controllers (if any), and (iii) County vote tabulation server.

The State of Arkansas requires that vendor's responses to this question be included in a completely separate section of the technical proposal labeled "SYSTEM SECURITY INFORMATION: CONFIDENTIAL." To the extent permitted under Arkansas State Law and consistent with sound information system security practices, the State of Arkansas and Arkansas's counties shall refrain from releasing the responses to this requirement as public information.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 74**

**Database management security.**

The State of Arkansas requires a very high level of security for the database management system that supports the election management and vote tabulation application.

The vendor's software solution for election management (such as election and ballot setup) and vote tabulation must provide a database security management capability that allows up to two persons, identified by each County elections office, to act as security and recovery managers, controlling access and authorization privileges for all other users. These users will be the system administrators.

It shall be the responsibility of the vendor to specify and implement this security capability during the implementation. It shall be the responsibility of the vendor to implement the database management system in such a manner that no one can circumvent the application software to gain unauthorized or unaudited access to the underlying database.

For example, the vendor's final implementation must prohibit a computer user, who is not an authorized user of the election management and vote tabulation system, from loading a software package such as Microsoft Access or Microsoft Excel on the computer running the election management system and gaining any kind of access to the election management system or vote tabulation system.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 75**

**Transaction audit log.**

The vendor's proposed election management and vote tabulation software system shall log all user transactions in a user transaction audit log including data such as "before" and "after" versions of the change.



Each audit log entry shall include additional audit trail information such as the type of change, reason for the change, date of the change, time of the change, and user making the change.

Only the system administrator, and users authorized by the system administrator, shall have any access to read, search, copy, print, archive, or purge the transaction audit log.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 76**

**Access privileges and authorizations for user access.**

The vendor's proposed system shall provide the ability for the system administrator to establish individual levels of access permissions to the various modules in the election management and vote tabulations applications. For example, the system administrator might decide to establish "read-level" data access for all of the application's users into the election setup module, but restrict all users other than the system administrator from being able to add, modify, or delete any data in that module. Similarly, the proposed system shall allow the system administrator to restrict all other users on the system from having any type of access to the vote tabulation module.

This requirement shall mean that the voter registration software provides the system/security administrator with the capability to establish and maintain security and access controls for individuals.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 83**

**Application passwords and password management.**

Vendors' proposals shall state a clear, unequivocal commitment that the election management and voter tabulation software user's

application password is separate from and in addition to any passwords required by the network operating system, a server, and the client operating system.

The vendor's system shall support automated application password expiration at intervals specified by a central system administrator. Vendors' proposals shall discuss the steps required by the system administrator to implement and maintain automated password expiration. This discussion will include narrative concerning the degree to which the application password expiration capabilities are based on (a) the server or client's operating system, (b) the software application, or (c) both.

Vendors' proposals shall describe in detail the system's requirements for the application's password construction including, but not limited to, (i) application password length requirements, (ii) required character composition of application passwords, (iii) prohibited characters in application passwords, (iv) whether the application passwords are stored in clear text or encrypted formats, (v) which industry standards, if any, were applied in the design and implementation of application password encryption algorithms, (vi) whether the application allows or prohibits application password recycling within specific time periods, and (vii) the nature of the password recycling requirements, if any, in individual user application password use.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 97**

**Vote Audit techniques.**

Vendors' proposals shall contain a description of the vote audit techniques that are incorporated into the proposed (a) DRE system, (b) medium-duty optical scan voting system, (c) heavy-duty optical scan voting system, and (d) the election management and tabulation software.

This narrative shall contain an identification of (1) the systems' redundancy systems for recording votes and (2) the back-up devices or audit functions of the system that can be used to independently verify the total votes cast for any particular candidate or on any particular ballot issue.

The narrative responding to this requirement shall contain a statement of (i) the vendor's experience incorporating independent, third-party, electronic auditing systems (either hardware or software) into their proposed DRE and proposed optical scan systems and (ii) the vendor's agreement to enter into an operational arrangement with independent third-parties to install and use electronic auditing systems (either hardware or software) if required to do so by Federal, State, or local statute or regulation.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 103

**Protection against tampering.**

The vendor's proposed system shall include only DRE, medium-duty optical scan, or heavy-duty optical scan voting devices that are "tamper-proof" while in a storage configuration either in storage or the polling location.

Vendor's proposals shall describe the DRE, medium-duty optical scan, and heavy-duty optical scan voting devices' (a) physical and (b) electronic characteristics that prevent unauthorized use and tampering when the equipment is in storage or in a polling location.

Vendors' proposals shall describe required and recommended operational procedures to be used by election officials to prevent unauthorized use and tampering when the equipment is in storage or in a polling location.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 120

**Experience with source code archives.**

Vendors' proposals shall discuss the firms' experience with archiving digitally signed versions of its (1) source code and (2) executable code for both firmware and software versions in nationally recognized and industry-accepted archival facilities. The proposals shall provide a statement whether any election jurisdiction has used the digitally signed software versions to compare against versions installed in the election jurisdiction for production use.

It is the intent of the Arkansas Secretary of States' Office to develop a practice of requiring all voting system vendors to place digitally signed versions of all voting system firmware and software, which is in use by any Arkansas election jurisdiction, in a nationally recognized and industry-accepted archival facility. Vendors shall state in their proposals an agreement to this practice, stating also any reservations or exceptions they intend to take to this practice.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 121**

**Prior security assessments.**

Vendors' proposals shall contain a list of all election jurisdictions that have conducted security risk assessments, security management assessments, or source code security reviews of the vendors' proposed voting systems or their components. The list shall include reviews conducted by election jurisdictions, whether by internal election staff or by independent third-party agents. The proposals shall discuss actions taken to mitigate security vulnerabilities and risks that those reviews identified.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 126**

**Internal security assessments and security management.**

Vendors in their proposals shall list and discuss (1) the nature of annual, internal security audits undertaken of their voting systems

**Security**

software and voting systems software development processes and (2) quality process and security certifications held by their staff members who have direct responsibility for work on or with the voting system software development and maintenance team.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

## System Administration

Requirement 67

### Warranty.

Vendors' proposals shall provide the number of months for which it shall provide a no-cost warranty for the system, software, and services delivered to any county under the terms of this contract. The warranty period shall begin on the first day after a county elections office in Arkansas issues an acceptance certificate for the installed system which will occur after the system completes the receiving County's User Acceptance Test AND after the receiving Arkansas County certifies the results of a Federal election in which the County used the election management system and the voting devices.

Vendors' proposals shall provide a detailed description of the type, level, and limitations of system support to be provided at no cost during the warranty period. Support shall include at least software maintenance, upgrades, versions, documentation revisions and updates, corrections, preventative maintenance, help line support, and remote support services.

Vendors' proposals shall identify the primary, telephone, and field locations that will provide regional support, if any. If support will be provided by a subcontractor, vendor proposals shall identify the subcontracting organization(s) or person(s), providing also the physical locations and telephone numbers for the subcontractor.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 73

### Relational database management system and languages.

The vendor's election management system shall be based on the most recent release of Microsoft SQL-Server or Oracle database, the selection of which shall be specified in vendors' proposals.

Vendors' proposals shall specify all software languages (such as Visual Basic, Visual.Net, or C) and application development environments in which its programs are written.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the

functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 80

**Escrow agreement.**

Vendors' proposals shall contain a description of and commitment to the firm's procedures for periodically depositing the complete source code of all software and firmware provided for use in the State of Arkansas with a mutually agreed upon Escrow Agent. At a minimum the escrow arrangement shall contain the following terms:

A. Within five (5) days after receiving notice its software has been accepted for use by an Arkansas County, the contractor shall deposit the source code for the software, .DLLs, and any special utilities prepared by the vendor, including all software documentation, relevant commentary, and explanations with the Escrow Agent. The vendor warrants that the source code deposited, and all subsequent deposits under this Agreement, shall include comments and documentation and will be complete and capable of compilation by a knowledgeable technician or agent of the State of Arkansas into an operable version.

B. Not later than every six (6) months thereafter, the vendor shall deposit with a mutually agreed upon Escrow Agent the source code for the software and .DLLs prepared by the vendor, including all software documentation, relevant commentary, explanations, plus all revisions to the software source code encompassing all corrections, changes, modifications, and enhancements made to the software by the vendor (i.e., the Escrowed Material). Within seven (7) days after such deposit with the Escrow Agent, both the vendor and the Escrow Agent shall give written notice of receipt to the State of Arkansas. The Escrow Agent shall maintain for a period of not less than three (3) years all previous versions of escrowed materials.

C. The cost of using an alternative third party Escrow Agent, other than the one arranged for and paid for by the vendor, shall be borne by the State of Arkansas.

D. Vendors' proposals for this escrow procedure shall contain a warranty that the Escrowed Material does not contain any expiry key or other mechanism for establishing a date or time beyond which the software license will be invalid or beyond which the software will not function properly.

E. Upon written notice of cause to the vendor and the Escrow Agent, the State of Arkansas may conduct tests of the Escrowed Material, under the vendor's supervision, to confirm the conditions and usability

of the Escrowed Material. Any direct costs associated with testing the Escrowed Materials shall be borne by the State of Arkansas.

F. A default by the vendor shall be deemed to have occurred under this Escrow Agreement upon occurrence of any of the following:

(i) If the vendor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which the contractor is the named debtor; an assignment by the vendor for the benefit of its creditors; the appointment of a receiver for the vendor; or any other proceeding involving insolvency or the protection of, or from, creditors and same has not been discharged or terminated without any prejudice to the State of Arkansas's rights or interest under this License agreement within thirty (30) days; or

(ii) If the contractor has ceased its on-going business operations, or the sale, licensing, maintenance, or support of the Software to the documented requirement of this Agreement; or

(iii) If contractor offers an upgrade or release of the Software that the State of Arkansas documents does not meet the State of Arkansas's or the applicable election jurisdictions' election management, operational, or legal requirements.

G. The State of Arkansas shall give written notice by certified mail to the Escrow Agent and the vendor of the occurrence of a default hereunder. Unless within fifteen (15) days thereafter, the contractor files with the Escrow Agent an affidavit executed by a responsible executive office clearly refuting each area of claimed default or showing that the default has been cured, then the Escrow Agent shall upon the sixteenth (16th) day deliver to the State of Arkansas the Escrowed Material and all revisions thereto.

H. The terms or conditions in the Vendors' agreements with Escrow Agents shall not restrict the State of Arkansas's access to the Escrowed Materials in any manner greater than the terms and conditions stated in this requirement. If there are terms and conditions in conflict between a Vendor's agreement with an Escrow Agent and the terms and conditions in this requirement, the Vendor shall resolve those conflicts by modifying its agreement with the Escrow Agent in such a manner as to make the agreement with the Escrow Agent comply with the terms and conditions stated in this requirement.

Item status: MANDATORY

\_\_\_ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_ NO, the proposed system does not meet this requirement



Vendor's Narrative:

Requirement 81

**Support and maintenance.**

Vendors' proposals shall contain a sample service level agreement through which the vendor proposes to provide on-going support and maintenance to an Arkansas election jurisdiction after conclusion of any agreed upon warranty period.

The narrative of the proposed service level agreement shall include response times and the nature of the response that the contractor shall provide.

Response time is defined as the maximum time period that will elapse between initial request for support from an Arkansas election jurisdiction (and its acknowledgement by the contractor) and commencement of resolution by the contractor.

The response time to a support request to the vendor is governed by the level of priority of the request as determined by the Arkansas election jurisdiction, as follows:

Severe: Critical functionality failure exists with excessive risk to the ability of the county to use the system. System or application catastrophic failure has occurred or is very likely to occur imminently.

High: Desired functionality is missing. There is a high risk that the application will not perform critical functions. The issue stops county election officials from performing a function. No work-around is available.

Medium/Low: Desired functionality is not as indicated in requirement, or the system misses election officials' expectations for delivering the functionality. Work-around is available. Some risk exists. May be inconvenient to the county election officials for a period of time not to exceed two weeks. OR--The matter is largely a cosmetic problem with no risk.

Vendor's proposed service level agreement shall include three (3) levels of onsite and telephone software support at the county elections office for 7 X 24 coverage with varying levels of response time depending upon the priority established by the county board of elections:

During peak election periods (60 days prior to any election and 15 days after any election):-

\*\*Critical--immediate phone response, 2 hours onsite response

**\*\*High--1 hour phone response, 3 hours onsite response**

**\*\*Medium/Low--2 hour phone response, 4 hours onsite response**

During off-peak periods (all times other than peak election periods):

**\*\*Critical--1 hour phone response, 3 hours onsite response**

**\*\*High--2 hour phone response, 4 hours onsite response**

**\*\*Medium--3 hour phone response, same day onsite response**

Vendor proposals shall contain a description of the escalation procedure that the firm will follow to handle support calls and assure a timely resolution of support and maintenance requests, satisfactory to the State of Arkansas and the county elections office.

Vendor proposals shall contain a description of their proposed service level agreement for upgrades to the hardware, firmware, and software in a timely manner for changes required by law in regards to all system functions. Vendor proposals shall include a description of specific plans to provide state and federal mandated system changes.

Vendor proposals shall contain a description of their service level agreement to provide periodic hardware, firmware, and software updates for enhancements requested by the State of Arkansas or the county elections office.

Vendor's proposed service level agreement shall include a description of the contractor's software enhancement program including a regular schedule of software updates.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

### **Training Services**

Requirement 112

**Training for system administrators.**

Vendors' proposals shall include a schedule and proposed content for a training course the vendor will provide to at least two (2) and not more than three (3) county elections office system administrators in the administration and operation of the proposed (a) DRE, (b) medium-duty optical scan system, (c) heavy-duty optical scan system, whichever is being proposed by the vendor. The instructional content for each type of voting system shall include training on use of the vendor's accompanying election management system used with that type of system.

The proposal shall include a description of the proposed number of days of training and the main technical and functional areas that will be covered in the training. The proposal shall include instruction in maintaining the security and integrity of the system at all times.

The vendors' proposals can specify that the onsite technical consultants provided by the vendor to the county elections office for implementation services will serve as instructors for this training.

Subject to final approval and acceptance by the county elections office, the proposed schedule and course content shall be designed to allow successful operation of the system's hardware and software without further vendor support.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 113

**Training for county elections staff.**

Vendors' proposals shall propose a schedule and content for a training course to be provided to not more than five (5) county elections staff members in use of the proposed system to (a) setup elections and ballots, (b) maintain the security and integrity of the system during use in elections, (c) troubleshoot problems typically encountered in use of the system during election cycles, and (d) tally and tabulate vote results, and (e) report results. The proposal shall include a description of the proposed number of days of training and the main technical and functional areas that will be covered in the training.

The vendors' proposals can specify that the onsite technical

consultants provided by the vendor to the county elections office will serve as instructors for this training.

Subject to final approval and acceptance by the county elections office, the proposed schedule and course content shall be designed to allow successful operation of the system's hardware and software without further vendor support.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 114

**Training for poll workers.**

Vendors' proposals shall propose a schedule and curriculum for training courses to be provided to county elections poll workers in the setup, operation, and breakdown of voting systems in polling places.

The proposed training courses shall be designed to provide smooth and effective operation of the system in election sites, security awareness during use and operation of the system, troubleshooting hardware, software, and operational problems typically encountered in use of the systems in polling places, and assisting voters as required and requested during the voting process.

The proposal shall include a description of the proposed number of days of training and the main technical and functional areas that will be covered in the training.

The proposal shall include a description of the materials the vendor will (a) provide and (b) assist in preparing for use in training county poll workers.

The vendors' proposals can specify that the onsite technical consultants provided by the vendor to the county elections offices will serve as instructors for this training.

Subject to final approval and acceptance by the county elections offices, the proposed schedule and course content shall be designed to allow successful operation of the system's hardware and software without further vendor support.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 115

**Community awareness activities.**

Vendors' proposals shall contain suggestions, based on the vendors' previous experience, for community activities that the county elections office should undertake to increase the awareness of, acceptance of, and preparation for use of the new voting systems.

The proposal shall include a description of the materials the vendor will (a) provide and (b) assist in preparing for use in community outreach activities in the counties that select the vendor's system for implementation.

The vendors' proposals can specify that the onsite technical consultants provided by the vendor to the county elections offices will assist in carrying out these community awareness and outreach activities.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

### ***Voting equipment***

Requirement 8

**Use touch screen technology or other video selection.**

The vendor's proposed DRE voting devices must use touch screen technology or other technology providing visual display and selection on a video display of candidates or ballot issues. Vendors' proposals shall include documentation concerning the use of touch screen or other display and selection technology, including but not limited to (a) technical documentation describing the nature and sensitivity of the tactile device (if the system uses touch screen technology), (b) technical documentation describing the nature and sensitivity of any other technology used to display and select offices, candidates, or issues, (c) any mean time between failure (MTBF) data collected on the vote recording devices, and (d) any available data on problems caused for persons who experience epileptic seizures due to the DRE voting devices' screen refresh rate.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 9

**Screen resolution and touch sensitivity.**

Vendors' proposals shall specify the resolution of screen and touch sensitivity (if applicable) on the DRE vote recording device. The proposed system shall employ only industry-standard screen resolution and touch sensitivity (if applicable) on its DRE vote recording devices.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 10

**Display fonts.**

Vendors' proposals shall specify all fonts and ranges of font sizes used by the DRE vote recording device proposed for installation in the State of Arkansas. The proposed vote recording devices shall employ

only industry-standard fonts and font sizes.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Requirement 13

**Dimensions of voting device; transportability.**

Vendors' proposals shall indicate the transportable dimensions of all units, including printers, that must be taken to the precincts for use in voting.

The system proposed by the vendor shall be of such dimensions that they can be transported conveniently to the polling place sites by an election worker of average male or female weight, height, and strength.

The vendor's proposed DRE devices shall be lightweight (preferably 30 pounds or less) and substantially portable. If this physical characteristic is not the case of the vendor's proposed DRE device, the vendor shall provide an alternative solution to meet this device accessibility requirement.

Vendors' proposals shall describe the procedure required for a pollworker to set up the voting device at the polling place and prepare it for use in the election. This description shall include a reliable estimate of time required to open, unpack, and connect the voting device in the polling station.

Vendors' proposals shall describe the procedure required for a pollworker to close, take down, re-pack, and transport the vendor's proposed voting equipment at the end of use in an election.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 14

**Voting device connection to a printer.**

The vendor's proposed solution shall include DRE voting devices, each of which are capable of being directly connected to a printer. Vendors' proposals shall detail:

- (1) the makes and models of all printers that the vendor knows to have been connected successfully and used in actual public election settings with the proposed voting device,
- (2) the make and model of the printer(s) proposed for use in county polling places,
- (3) the print technology used by the proposed printers (that is, thermal, inkjet, laser, dot matrix, or other impact),
- (4) the print speed of the printers (expressed either in characters per second or 8 1/2" x 11" pages per minute),
- (5) the cable required for the connection between the voting device and the printer,
- (6) the type of electrical current and outlet required for the printer, and
- (7) the printer's ability (expressed in hours of continuous use) to operate on battery backup in absence of commercial electrical current.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

**Requirement 15**

**Record voter's choices on disk or memory chips.**

The vendor's proposed systems shall electronically record voters' choices on computer grade disk and/or memory chips. Vendors' proposals shall contain documentation concerning the technical method by which the vote recording device electronically records voters' choices on disk and/or memory chips.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 16**

**Vote record accuracy.**

The vendor's proposed systems shall produce an accurate record of each vote cast. Vendors' proposals shall describe in detail the



manufacturing and internal testing steps taken to assure that the vote recording hardware, firmware, and software operate to produce an accurate record of each vote cast. Vendors' proposals shall include a list of all manufacturing process certifications (such as the ISO 9000-family of certifications) that it has obtained specifically for its (1) voting system manufacturing operations and (2) software design, programming, maintenance, and documentation.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the capability is included in the proposed cost  
☐ YES, the proposed system will meet this requirement when delivered and the capability is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Narrative:

**Requirement 17**

**Accurate reporting of votes cast.**

The vendor's proposed systems shall report accurately all votes cast. Vendors' proposals shall describe in detail the manufacturing and internal quality assurance testing and documentation steps taken to assure that the vote recording hardware, firmware, and software accurately report all votes cast.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 18**

**Error detection and correction.**

The proposed systems shall contain control logic and programming methods to detect errors and provide corrective actions when errors are detected. Vendors' proposals shall describe in detail the manufacturing and internal testing steps taken to assure that the control logic and programming methods detect errors and provide corrective actions when errors are detected.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the

functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 19

**Write-in capability.**

The vendor's proposed DRE and optical scan systems shall provide vote recording equipment for the accurate storage and tabulation of write-in votes.

Vendors' proposals shall describe in detail the manufacturing and internal testing steps taken to assure that the proposed DREs and optical scan voting devices accurately store and tabulate write-in votes when cast.

Vendors' proposals shall describe in detail the procedures required by voters to (a) cast write-in votes and (b) review their write-in actions for both DREs and optical scan voting systems.

Vendors' proposals shall describe in detail the procedures required by election officials to tabulate write-in votes cast by voters on both DREs and optical scan voting systems.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 21

**Diagnostic testing.**

The vendor's proposed DRE and optical scan systems shall permit diagnostic testing of all the major components within each unit. Vendors' proposals shall describe in detail the diagnostic testing procedures and capabilities of the proposed system including but not limited to:

- (a) acceptable steps required to initiate, carry out, and review diagnostic test results,
- (b) a detailed description of the diagnostic test results, and
- (c) an acceptable amount of time to cycle through a complete diagnostic test for each unit from initiating power up of the device to inspecting the results of the diagnostic test.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 23

**Logic and accuracy tests.**

The vendor's proposed DRE and optical scan systems system shall provide logic and accuracy (L&A) tests in the memory of the main processor and any programmable memory device used on Election Day. The vendor's proposed systems shall provide an automated test routine to run a complete L&A test of all contests loaded on appropriate system components, using simulated vote totals that can be verified by both precinct reports and/or an election summary.

This capability shall include the ability to produce accurate zero printouts before each election and a precinct tally printout at the close of each election.

Vendors' proposals shall describe the logic and accuracy testing procedures and capabilities of the proposed systems including but not limited to (a) acceptable steps required to initiate the test, carry out the test, and review the logic and accuracy test results, (b) a detailed description of the logic and accuracy test results, and (c) an acceptable amount of time to cycle through a complete logic and accuracy test for each unit from initiating power up of the device to inspecting the results of the logic and accuracy test.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 24

**Recount capabilities.**

The vendor's proposed systems shall provide Arkansas's election jurisdictions with well-documented, secure procedures for those jurisdictions to conduct recounts and contested elections pursuant to Arkansas election law. Vendors' proposals shall describe at least (a) the procedures required to conduct a recount using the results stored

in or produced by (a) each DRE vote recording device that is equipped with a contemporaneous paper ballot printer, and (b) each optical scan voting system.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 25**

**Retain and report votes cast prior to equipment failure.**

The vendor's proposed systems shall provide the capability for all vote recording devices to retain and produce an accurate record of all votes cast prior to a failure of a unit, whether the failure is caused by an internal or external cause. An example of an internal failure would be failure of the vote recording equipment's memory, processor, or primary storage device. An example of an external failure would be a complete power failure and failure of any backup power supply.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 26**

**Ballot presentation.**

The vendor's proposed DRE systems shall present the ballot to the voter in a clear and unambiguous manner so that the ballot is easy to read and follows a logical progression. Vendors' proposals shall contain detailed narrative indicating the technology used to present the ballot to the voter in such a manner.

Vendors' proposals should present (a) any independent research, (b) vendor-sponsored research [clearly labeled as such], (c) election official testimonials, or (d) articles from newspapers, magazines, or journals attesting to the capability of the proposed system to meet this requirement.

Item status: MANDATORY

\_\_\_ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 27

**Undervote alerts.**

The vendor's proposed DRE systems shall provide a means to alert each voter to any and all "undervotes" before the voter is able to cast a final vote. Vendors' proposals shall contain detailed narrative discussing (a) generally how the voting equipment software applies logic and algorithms to arrive at a determination of when an undervote exists, (b) specifically how the voting equipment configuration notifies the voter that an undervote exists, (c) specifically how the voting equipment configuration assists the voter in returning to the ballot to change any undervote and modify any other selections made, (d) specifically how the voter is notified if any undervote continues to exist after the actions specified in item "c" above, and (e) specifically how the voting equipment configuration assists the voter in casting a final vote after having made modifications or not made modifications in any undervote situation.

Item status: MANDATORY

\_\_\_ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 28

**Overvote prohibition and reporting.**

The vendor's proposed DRE system shall provide a means to prevent "overvotes" before the voter is able to cast a final vote. Vendors' proposals shall contain narrative discussing (a) specifically how the voting system software arrives at a determination of when an overvote exists, and (b) specifically how the voting equipment configuration notifies the voter that s/he has attempted to overvote or that the system has prohibited an overvote.

Vendors' proposals shall contain narrative discussing specifically how their voting systems, of any type proposed, report on overvotes.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 29

**Summary screen.**

The vendor's proposed DRE solution shall provide each voter with a summary screen at the end of the ballot showing each of the voter's selections for each position, office, or issue on the ballot prior to final vote being cast. The summary screen shall clearly indicate all "undervotes." The vendor's narrative shall discuss in general terms the procedural steps taken by the program to assure that the selections made by the voter are reflected accurately on the summary screen. The vendor's narrative or attached documentation shall provide examples of the summary screen.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 30

**Split precinct voting; multiple ballot styles/districts.**

The vendor's proposed solution shall provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style. The vendor's proposed systems shall provide for the voting of multiple ballot styles and multiple ballot districts at a single election precinct.

Vendors' proposals shall provide detailed narrative that describes how the voting devices and systems' programs determine which ballot style a voter receives and how the systems' processes accurately assure that voters who reside in split precincts receive the correct ballot. Vendors' proposals shall provide narrative that describes how the systems' programs tabulate and report votes accurately for the ballot styles cast in split precincts.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the

functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 32

**Combined precinct voting.**

Vendors' proposals shall provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style.

Vendors' proposals shall provide detailed narrative that describes how the systems' programs determine which ballot style a voter receives and how the proposed DRE systems' algorithms and processes accurately assure that voters who are voting in combined precincts receive the correct ballots. Vendors' proposals shall provide detailed narrative that describes how the systems' programs tabulate and report votes accurately for all ballot styles cast in combined precincts.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Requirement 46

**Voters allowed to change vote selections.**

The vendor's proposed DRE system shall allow the voter to change his/her selection as often as necessary during the act of voting, but prior to carrying out the final action to cast the ballot.

Vendors' proposals shall contain a description of the procedural steps required for voters using their proposed DRE system to change their selections prior to carrying out the final action to cast and record a ballot. Vendors' proposals shall document if there are any limits on the number of times a voter may change a selection prior to carrying out the final action to cast and record a ballot. Vendors' proposals shall document if there were any instances in the vendor's internal testing or Independent Testing Authority testing of the proposed system in which voter selection changes affected the accuracy or validity of the final ballot cast by a voter.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 47

**Voter privacy and confidentiality.**

As stated in Arkansas's Consitution and affirmed by the Arkansas Supreme Court, the confidentiality of the ballot is of paramount importance in administering elections in Arkansas. The vendor's proposed systems shall protect and maintain the privacy and identity of all voters. The proposed system shall include both physical (that is, ergonomic) and software capabilities to ensure that the secrecy of the ballot is extended to the voter through all phases of the voting and tabulation process. This process includes the generation, review, and storage of contemporaneous paper replicas of ballots produced by DREs. This process shall also include the generation, review, and storage of other independent verification capabilities, such as audio tape, digital recordings, or other electronic verification capabilities.

Vendors' proposals shall contain a detailed narrative of their proposed systems' technical characteristics that assure their proposed systems' compliance with Arkansas's constitutional requirement for ballot privacy and confidentiality. Vendors' proposals shall contain a narrative description of the physical (that is, ergonomic) characteristics of the system that protects and maintains voter privacy during the act of voting. Vendors' proposals shall contain a detailed description of the proposed voting system's architectural, programmatic, and procedural attributes that assure the privacy, confidentiality, and identity protection of all voters' acts on their proposed DREs, including those that produce a contemporaneous paper ballot, and optical scan devices. Vendors' proposals shall describe any known circumstances under which (a) a voter's identity might become known through access to the voting system or (b) a voter's identity might be matched to the ballot the voter cast in an election on the vendor's proposed DREs and optical scan devices.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:



Requirement 48

**Audio accessibility to ballots for visually impaired voters.**

The vendor's proposed system shall provide audio instructions for the ballot and a mechanism for the visually impaired voter to cast a ballot on its proposed systems, either on the voting unit itself or on a separate device designed for this purpose. The process shall imitate the process used by sighted voters, with the exception of the audio interface.

Vendors' proposals shall provide narrative describing the procedure for constructing the audio ballot, whether it is through text-to-speech synthesis, voice recording, or any other technology employed by the vendor's voting device.

Vendor's proposals shall provide estimates of "typical" sizes of audio files (such as .WAV files) associated with audio ballots. Vendor's proposals shall state clearly the limits on (a) the number of such files and (b) the sizes of the files on the proposed voting devices in Arkansas's counties.

Vendors' proposals shall describe the equipment and procedure required for a visually impaired voter to cast a ballot. This description shall include a discussion of whether all of the supplied devices are accessible in this manner or whether a unique voting unit is required for this level of accessibility.

The physically accessible devices shall provide at a minimum the following capabilities:

- (a) The system must provide non-visual ballot access using a method that includes touch controls and audible speech,
- (b) The system must provide a review of the completed ballot to the voter before submitting his or her vote,
- (c) The system must communicate to the voter the fact that the voter has failed to vote in a race or has failed to vote the number of allowable candidates in any race and require the voter to confirm his or her intent to undervote before casting the ballot,
- (d) The system must prevent the voter from overvoting any race,
- (e) The voter must be able to write in a candidate name in races which allow write-in candidates,
- (f) The voter must be able to review their write-in input to the interface, edit that input, and confirm that the edits meet their intent,
- (g) There must be a clear, identifiable action that the voter takes to "cast" the ballot,
- (h) The system must make clear to the voter how to cast a ballot, so that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed,
- (i) Once the ballot is cast, the system must confirm to the voter that the action has occurred and that the voter's process of voting is complete, and
- (j) Once the ballot is cast, the system must preclude the voter from

modifying the ballot cast or voting or casting another ballot.

Vendors' proposals shall describe the steps taken to assist color-blind voters in voting using the proposed DRE equipment.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 49**

**Enlarged ballot option.**

Vendors' proposals will describe if the proposed DRE system supports an enlarged ballot for the visually impaired.

If the DRE devices supports an enlarged ballot, we request Vendors' proposals to provide narrative regarding the process by which a voter selects to use the enlarged ballot.

Item status: OPTIONAL

☐ YES, the proposed system meets this requirement and the capability is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 51**

**Voting accessibility to voters with limited dexterity.**

The vendor's proposed systems shall provide voters with limited dexterity with ready access to the ballot. Vendor's proposed voting systems that are physically accessibility shall be accessible to persons with limited or no hand capacity. Vendor's proposals shall describe specifically how their proposed physically accessible voting devices provide voting accessibility to these voters.

If the voting devices are contained in a voting booth, the proposed system's booth legs must provide sufficient width to allow wheelchair access, or the vendor shall provide for an alternative solution, which the proposal shall describe in detail.

Vendors' proposals shall contain a description of options available to voters with limited dexterity for using the vendor's proposed DRE and

optical scan system. Vendors' proposals shall contain a description of the steps a voter who uses a wheelchair and a voter who requires substantial assistance walking would follow to access the voting devices and voting booths.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the capability is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 52**

**Selection of Ballot Instruction Language.**

The vendor's proposed system shall allow a voter to select to receive and use a ballot with instructions displayed in the English or Spanish language.

Vendors' proposals shall describe in detail the procedures (a) a voter must follow to choose and cast a ballot with instructions displayed in the Spanish language and (b) the poll worker must follow in enabling or assisting the voter to select a ballot with instructions displayed in the Spanish language.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 60**

**Easy-to-follow on-screen instructions.**

The vendor's proposed DRE system shall have the ability to incorporate minimal, easy-to-follow on-screen instructions on the ballot for the voter.

Vendors' proposals shall contain a description of the visual characteristics (including font choices and typesize choices) of the DRE's on-screen instructions. Vendors' proposals shall contain a list and description of the standard on-screen instructions that the system will present to the voters during the voting process. Vendors' proposals shall contain a description of the proposed system's capabilities to allow Arkansas's system administrators to modify the content and appearance of on-screen instructions.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 61

**Optimum operating environment.**

Vendors' proposals shall describe the requirements necessary for optimum operation of their proposed DRE and medium-duty optical scan systems in a polling place, including but not limited to, the optimum temperature, humidity, and ambient lighting.

Vendors' proposals shall describe the requirements necessary for optimum operation of their proposed heavy-duty optical scan voting devices in a central county location, including but not limited to, the optimum temperature and humidity.

Vendors' proposals shall describe the acceptable temperature, humidity, ambient air particle, and ambient lighting ranges, values in excess of which will render questionable the reliable operation of the DRE and medium-duty optical scan voting equipment.

Vendors' proposals shall describe the acceptable temperature, humidity, and ambient air particle ranges, values in excess of which will render questionable the reliable operation of the vendors' proposed heavy-duty optical scan voting equipment.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 62

**Optimum storage environment and space requirements.**

Vendors' proposals shall describe the requirements necessary for optimum storage conditions for their proposed DREs, medium-duty optical scan voting equipment, and heavy-duty optical scan voting equipment, including but not limited to the optimum temperature and humidity.

Vendors' proposals shall describe the acceptable temperature range and humidity range in which all proposed DRE and optical scan voting equipment must be stored in order to ensure reliable operation of the voting equipment in coming elections.

Vendors' proposals shall contain a recommendation for the type of shelving or cabinetry best suited for use with the proposed DRE and medium-duty optical scan voting equipment.

Vendors' proposals shall contain an estimate of the storage space requirements, expressed in linear storage feet, for 20 of their proposed DRE voting devices and all related equipment (such as controllers, booths, printers, and other peripheral equipment).

Vendors' proposals shall contain an estimate of the storage space requirements, expressed in square feet of floor space, for 20 of their proposed medium-duty optical scan voting devices and all related equipment (such as voting booths).

Vendors' proposals shall contain an estimate of the storage space requirements, expressed in square feet of floor space, for 1 of their proposed heavy-duty optical scan voting devices and all related equipment (such as feeder trays and receiver trays).

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 71**

**Voter initiated and activated voting sessions.**

The vendor's proposed system shall operate under a procedure that does NOT require an election worker to accompany the voter to the voting station in order to activate DRE voting devices or initiate a voting session. The vendor's proposed system shall operate under a procedure by which the voter activates or initiates the voting session at all DRE voting devices.

Vendors' proposals shall contain a narrative description of the means by which the voter receives and uses a physical, electronic, biometric, or other "token" through which to initiate the voting session on the vendor's proposed DRE voting system. This narrative shall contain descriptions of (a) the procedures by which an authorized election

official creates or activates the token, (b) the procedures by which the voter uses the token to activate the DRE voting device and initiate the voting session, (c) the procedures by which election officials retrieve, if at all, the token once it has been used in a voting session.

Vendors' proposals shall contain a narrative description of technical procedures through which the DRE system (i) accepts and uses the token to activate the DRE voting device and prepares it to accept input, (ii) deactivates the token, (iii) renders the token incapable of being used by the same voter to cast a subsequent ballot, and (iv) renders the token incapable of being used by another voter without receiving authorization from an election official.

(NOTE: The State of Arkansas is not looking for statements such as "the system disables the card" in this section. Such general statements may be deemed as nonresponsive to this requirement. The State of Arkansas requires a technical description of the hardware, software, and operational steps that renders the token incapable of being used in an unauthorized manner.)

The above discussion of activation and deactivation procedures shall include descriptions of (1) physical barriers, (2) software algorithms, and (3) procedural steps available to election workers that prevent a token that has been used by one authorized voter from being used in an unauthorized manner by another individual.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 87

**Ease of use.**

The vendor's proposed system shall demonstrate ease of use for:

- (a) authorized county elections office staff members to set up elections and ballots,
- (b) authorized county elections office staff to carry out system administrative functions,
- (c) voters to cast their ballots, and
- (d) authorized county elections office staff members to tabulate and report election results.

Vendors' proposals shall include documentation relating to:

- (1) definition of screen sizes (preferably in diagonal inches of viewable screen),
- (2) definition of available font sizes,
- (3) definition of color options,
- (4) the user interface with the system (such as touch screen, wheel activated, voice-activated commands, and sniff-and-puff devices)
- (5) screen shots of system screens,
- (6) workflow diagrams demonstrating the procedures for using the system,
- (7) results of any available ergonomic analyses of the hardware and software screens,
- (8) market research or other documented research reports concerning the system's ease of use, and
- (9) news articles or reports containing voter reactions to the proposed system.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 92

**Polling place set up time.**

Vendors' proposals shall provide at least the following details concerning the time required to set up and initialize the proposed equipment configuration in the polling place:

- \*\*estimated time to remove the DRE voting devices from their shipping containers,
- \*\*estimated time to remove the medium-duty optical scan voting devices from their shipping containers,
- \*\*estimated time to place the DRE voting devices and their booths (if applicable) in proper locations,
- \*\*estimated time to place the medium-duty optical scan voting devices and voting booths in proper locations,
- \*\*estimated time to connect the DRE voting devices, their controllers (if applicable), and any attached print devices, including print devices used to print contemporaneous paper ballots,
- \*\*estimated time to turn on and boot the DRE voting devices to a situation in which they are ready to be placed into full operation and to receive votes,
- \*\*estimated time to turn on and boot the control unit (if applicable), placing it into a situation in which it is ready to carry out its intended

function,

\*\*estimated time to turn on the medium-duty optical scan voting devices and place them into full operation and to receive ballots.

\*\*estimated time to conduct any required tests prior to placing the voting devices into election service.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 98

**Early voting.**

The vendor's proposed DRE voting equipment shall be fully capable of supporting voting in "early voting" sites in accordance with the election laws of the State of Arkansas and the rules and procedures established by the State of Arkansas.

Vendors' proposals shall describe the capabilities of their proposed DRE voting devices in supporting "early voting" in the State of Arkansas and shall address at a minimum the following capabilities:

\*\*the capability of storing and presenting to any voter at any early voting site any ballot style in use in any given jurisdiction in an election (...this requirement means that any registered voter in a county can go into any early voting site in the county and receive the correct ballot for voting in an election);

\*\*the capability to maintain multiple ballot combinations on a single DRE voting unit;

\*\*the capability to accommodate multi-member districts on a single DRE voting unit;

\*\*the capability to download easily the results from DREs used in early voting balloting into the final tally of votes either on a daily basis or at the end of the early voting period, as permitted by Arkansas election laws;

\*\*the capability of recording early voting activity by precinct in such a manner that regardless of which site an early voter uses, her/his voter activity and tabulation will be allocated to and reported by her/his original precinct, if desired and permitted by Arkansas election law;

\*\*the capability of recording early voters as absentee voters;



\*\*the capability to have the DRE devices used in early voting be deprogrammed and re-programmed for use at polling places, if necessary, with no negative impact on the accuracy of the early voting results in the DRE devices; and

\*\*the capability to retain the classification of votes cast in early voting for purposes of maintaining a statistical tabulation and audit trail of early vote activity.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 105

**Transfer of results to vote tabulation system.**

The vendor's proposed DRE and medium-duty optical scan devices shall provide two methods for secure and accurate transmission of voting results from the devices to county elections offices' vote tabulation systems.

(a) The system shall provide for removable "data packs" that can be removed from the voting devices and taken to a central location for tabulation.

(b) The system shall provide for a technical capability for modem transmission either directly from the voting device or a precinct controller identifying precinct totals for candidates, using only encrypted files.

Vendors' proposals shall contain descriptions of (a) the methods available to county elections jurisdictions for transferring vote results from DRE and optical scan devices to a central location and (b) the procedures that election officials must use to avail themselves of these methods of transfer.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the

functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 110**

**Encryption and decryption techniques.**

Vendors' proposals shall provide narrative describing in detail ALL uses of data encryption/decryption in the proposed system, specifically as the techniques apply to data transfer and storage.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

**Requirement 122**

**Reporting undervotes.**

Vendors' proposals shall describe for each type of voting device in the proposal the capability of those devices to report what are commonly referred to as "undervotes."

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

***Voting equipment--optical scan***

Requirement 89

**Absentee voting system tallying.**

The vendor's proposed reporting and tallying system for the absentee ballot system shall be capable of tallying the absentee votes as a separate precinct or allocating the absentee votes back to the voter's precinct.

The vendor's proposed system shall easily and accurately integrate absentee voting results with Election Day and Early Voting results (if applicable) in a timely and completely accurate manner.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 104

**Absentee voting ballot preparation.**

The vendor's proposed election management system must be able to generate paper ballots for use with optical scan voting devices through two methods. (a) The system must be able to generate printed ballots from the ballot layout system for direct printing on standard ballot stock. (NOTE: Arkansas's counties do not now nor do they have plans for printing ballots on any paper other than ballot stock.) (b) The system must be able to generate output files from the ballot layout system for transmission to a commercial printer that will print ballots for use with medium-duty and heavy-duty optical scan voting devices.

Vendors' proposals shall contain a narrative description of the proposed system's capabilities to print ballots directly on ballot stock or for generating output files for transmission to commercial printers. Vendors' proposals shall contain a list of recommended laser printers that have been used to print ballots on ballot stock directly in other election jurisdictions.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost

☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 116

**Heavy-duty optical scan device specifications.**

Vendors' proposals for high-capacity, bin-feed optical scan voting devices shall contain narrative with detailed technical specifications of the optical scan devices including, but not limited to:

- (a) physical dimensions,
- (b) storage space requirements,
- (c) maintenance requirements and recommended maintenance procedures for optical reader components,
- (d) environmental requirements for storage and use,
- (e) electrical requirements,
- (f) backup electrical power supplies and capabilities (if any),
- (g) page-size limitations of ballots that can be fed through the device during vote tallying,
- (h) weights and quality of paper and ballot stock that can be fed through the device during vote tallying,
- (i) recommendations for types of paper or ballot stock to be used with the optical scan device,
- (j) any limitations on the ability of the device to read both sides of a ballot sheet, and
- (k) any limitations on the ability of the device to read ballots fed in from top-to-bottom or bottom-to-top directions.

Item status: MANDATORY

\_\_\_YES, the proposed system meets this requirement and the functionality is included in the proposed cost

\_\_\_NO, the proposed system does not meet this requirement

Vendor's Narrative:

Requirement 117

**Medium-capacity optical scan system devices.**

Vendors' proposals for medium-capacity, manual-feed optical scan voting devices shall contain narrative with detailed technical specifications of the optical scan devices including, but not limited to:

- (a) physical dimensions,
- (b) storage space requirements,
- (c) maintenance requirements and recommended maintenance procedures for optical reader components,
- (d) environmental requirements for storage and use,
- (e) electrical requirements,
- (f) backup electrical power supplies and capabilities (if any),
- (g) page-size limitations of ballots that can be fed through the device

during vote tallying,  
(h) weights and quality of paper and ballot stock that can be fed through the device during vote tallying,  
(i) recommendations for types of paper or ballot stock to be used with the absentee voting (optical scan) device,  
(j) any limitations on the ability of the device to read both sides of a ballot sheet, and  
(k) any limitations on the ability of the device to read ballots fed in from top-to-bottom or bottom-to-top directions.

Item status: MANDATORY

☐ YES, the proposed system meets this requirement and the functionality is included in the proposed cost  
☐ NO, the proposed system does not meet this requirement

Vendor's Narrative:

## **Attachment 2**

### **Arkansas County Voting System and Voter Registration Profile**

County	Machine Type	Machine Model	Registered votes
Arkansas	CES	Votomatic II	12,083
Ashley	Central Ballot Scanner	ES&S Model 150	13,632
Baxter	Punch Card	Vote-A-Matic	27,159
Benton	Punch Card	BRC Votamatic	96,612
Boone	Lever Voting Machine	Sequoia AVM Lever	20,616
Bradley	Central Ballot Scanner	ES&S Model 115	6,571
Calhoun	Central Ballot Scanner	ES&S Model 115	3,954
Carroll	Central Ballot Scanner	ES&S Model 115	14,880
Chicot	Central Ballot Scanner	ES&S Model 115	6,512
Clark	Central Ballot Scanner	ES&S Model 115	13,233
Clay	Central Ballot Scanner	ES&S Model 150	10,871
Cleburne	Central Ballot Scanner	ES&S Model 150	16,845
Cleveland	Paper Ballot (Hand Counted)		5,373
Columbia	Direct Recording Electronic (DRE)	Harp Shouptronic 1242	17,202
Conway	Direct Recording Electronic (DRE)	Microvote	13,124
Craighead	Central Ballot Scanner	ES&S Model 550	51,202
Crawford	Central Ballot Scanner	ES&S Model 150	27,156
Crittenden	Central Ballot Scanner	Global NCS Opt Scan 5	30,354
Cross	Central Ballot Scanner	ES&S Model 115	11,765
Dallas	Central Ballot Scanner	ES&S Model 150	6,738
Desha	Lever Voting Machine	Sequoia Automatic Lever Voting Machines Printomatic-30	9,792
Drew	Central Ballot Scanner	ES&S Model 115	10,523
Faulkner	Lever Voting Machine	Sequoia AVM Lever; iVotronic (DRE)	58,165
Franklin	Paper Ballot (Hand Counted)		12,324
Fulton	Central Ballot Scanner	ES&S Model 150	6,963
Garland	Precinct Ballot Tabulator	ES&S Optech III Eagle; ES&S MPR	70,393
Grant	Central Ballot Scanner	ES&S Model 150	9,625
Greene	Central Ballot Scanner	ES&S Model 150	22,674
Hempstead	Central Ballot Scanner	115 (counter only)	10,050
Hot Spring	Punch Card	CES Votematic ES&S PSC5 (see toolkit for others)	18,741
Howard	Central Ballot Scanner	ES&S Model 150	7,572
Independence	Central Ballot Scanner	ES&S Model 115	20,942
Izard	Paper Ballot (Hand Counted)		8,234
Jackson	Central Ballot Scanner	ES&S Model 115	10,780
Jefferson	Lever Voting Machine	Sequoia AVM Lever	57,407
Johnson	Central Ballot Scanner	ES&S Model 150	13,815
Lafayette	Paper Ballot (Hand Counted)		4,613
Lawrence	Central Ballot Scanner	ES&S Model 115	10,520
Lee	Central Ballot Scanner	ES&S Model 115	6,444

<b>Lincoln</b>	Central Ballot Scanner	ES&S Model 150	7,026
<b>Little River</b>	Paper Ballot (Hand Counted)		8,406
<b>Logan</b>	Central Ballot Scanner	ES&S 150/1 Central Tabulation Site	13,159
<b>Lonoke</b>	Central Ballot Scanner	ES&S Model 315	33,199
<b>Madison</b>	Central Ballot Scanner	ES&S Model 115	8,604
<b>Marion</b>	Lever Voting Machine		9,735
<b>Miller</b>	Central Ballot Scanner	ES&S Model 115	23,034
<b>Mississippi</b>	CES/Card Reader	Punchcard//4300	23,573
<b>Monroe</b>	Central Ballot Scanner	ES&S Model 150	5,948
<b>Montgomery</b>	Central Ballot Scanner	ES&S Model 150	5,240
<b>Nevada</b>	Central Ballot Scanner	ATS 200M	6,227
<b>Newton</b>	Central Ballot Scanner	ES&S Model 150	7,227
<b>Ouachita</b>	Direct Recording Electronic (DRE)	Harp Shouptronic 1242	20,765
<b>Perry</b>	Direct Recording Electronic (DRE)	Microvote MV464V.C.	6,358
<b>Phillips</b>	Central Ballot Scanner	ES&S Model 150	18,183
<b>Pike</b>	Central Ballot Scanner	ES&S Model 150	6,276
<b>Poinsett</b>	Central Ballot Scanner	ES&S Optec II (Precinct Ballot Tabulator)	14,235
<b>Polk</b>	Central Ballot Scanner	ES&S Model 115	10,945
<b>Pope</b>	Central Ballot Scanner	ES&S Model 150, ES&S Model 315 ES&S Model 100 (Precinct Ballot Counter)	34,557
<b>Prairie</b>	Paper Ballot (Hand Counted)	on file	4,923
<b>Pulaski</b>	Precinct Ballot Tabulator	ES&S Eagle IVC200, IVC400 (Central Count Tabulator) iVotronic-non ADA, iVotronic-ADA, iVotronic Supervisor, iVotronic PEB Supervisor Communication Pack [Direct Recording Electronic (DRE)]	257,589
<b>Randolph</b>	Central Ballot Scanner	ES&S Model 150	10,556
<b>Saline</b>	Punch Card	CES & BRC P-III ES&S???	59,585
<b>Scott</b>	Paper Ballot (Hand Counted)	on file	5,891
<b>Searcy</b>	Lever Voting Machine	Sequoia AVM Lever	6,866
<b>Sebastian</b>	Precinct Ballot Tabulator	ES&S Eagle w/ Modem; ES&S MPR	65,581
<b>Sevier</b>	Central Ballot Scanner	ES&S Model 150	6,794
<b>Sharp</b>	Central Ballot Scanner	ES&S Model 115	11,251
<b>St. Francis</b>	Central Ballot Scanner	ES&S Model 150 and 100	18,385
<b>Stone</b>	Central Ballot Scanner	ES&S Model 150	8,818
<b>Union</b>	Direct Recording Electronic (DRE)	Harp Shouptronic 1242	30,046
<b>Van Buren</b>	Paper Ballot (Hand Counted)		12,784



<b>Washington</b>	Central Ballot Scanner	ES&S Model 550	88,380
<b>White</b>	Punch Card	C.E.S. Votamatic ES&S DOC600	42,304
<b>Woodruff</b>	Central Ballot Scanner	ES&S Model 150	4,794
<b>Yell</b>	Paper Ballot (Hand Counted)		9,796

**Attachment 3**  
**Contract Terms and Conditions**

**1. Standard of Performance.** The Contractor shall perform according to the terms and conditions as stated herein, and in accordance with the highest elections and information technology industry standards. Instances of poor performance by the Contractor will be documented by the **State** and any county that has acquired the Contractor's system under this agreement and submitted to the Contractor for immediate review. A review meeting will be called between the Contractor and the **State** and the respective county(ies) when documented instances of poor performance occur. The Contractor shall draft and implement a plan for corrective action that is agreeable to the **State** and respective county(ies). The **State** and respective county(ies) retain the absolute right to assess whether and when performance is subsequently acceptable. The Contractor's failure to correct poor performance in accordance with the time periods set forth in the agreed upon plan for corrective action or repeated instances of the same performance failure will be deemed a breach of the specifications of this Agreement, and shall be grounds for immediate termination of this Agreement.

**2. Indemnification.** The Contractor shall indemnify and hold harmless the **State**, its officers, its employees, and officers and employees of any Arkansas county that acquires and implements the Contractor's voting system or components under this agreement from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the agreement, or the provision of services under the agreement. The State of Arkansas or its respective counties or their officers or agents have no obligation to provide legal services to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement. The Contractor shall immediately notify the Secretary of State of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the contractor's obligations under this Agreement, and will cooperate, assist and consult with the State or its respective counties in the defense or investigation of any claim, suit or action made or filed against the State or its respective counties as a result of, or relating to, the Contractor's performance under this Agreement.

**3. Examination of Records.** The Contractor agrees that the **State**, any of its duly authorized representatives, and any Arkansas county that chooses and installs the Contractor's voting system or its components shall at any time during the term of this agreement have access to, and the right to audit, review, and examine, any pertinent records of the Contractor related to this agreement. Such records shall be kept by the Contractor for a period of not less than three (3) years from the date the records are made, unless the **State** authorizes their earlier disposition. The Contractor agrees to refund to the **State** and any respective county any overpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.

**4. Permits and Licenses.** The Contractor shall obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

**5. State Project Manager.** The Secretary of **State** shall name a project manager and liaison person for all matters concerning this contract. Each county that acquires a voting system or its component parts from the Contractor under this Agreement shall name a project manager and liaison person for all matters concerning system implementation and installation in that respective county.

**6. Employment Policies.** The Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal and **State** law.

**7. Equal Opportunity.** The Contractor affirms its commitment to Equal Opportunity. The Contractor pledges it will comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation in a legally protected activity.

**8. Conformance.** The Contractor's employees are to adhere strictly to the rules, regulations, and policies of the **State**. Failure to comply with such rules, regulations, or policies will be grounds for immediate termination of the agreement, or other remedy available to the **State** under law or equity.

**9. Publicity.** The Contractor agrees not to use the **State**'s name or any respective county name in any press releases, advertising, other promotional materials, or any communication to any third party without the prior written consent of the **State** or the respective county.

**10. Data Ownership.** The Contractor agrees that all data entered into voting systems provided by the Contractor to the **State** of Arkansas, its agents, and its counties are and shall remain the property of the **State** of Arkansas and its counties which shall have unrestricted access to these data in an industry-standard format, such as ASCII and .PDF files, upon request. The Contractor agrees that it shall create no obstacles, other than those associated with documented, generally accepted security practices, for the **State** of Arkansas and counties that acquire the Contractor's voting system or its component parts under this Agreement to have access to these data.

**11. Continuation of Agreement.** Any services or products of the Agreement accepted by the **State** or its respective counties must be paid for, but this acceptance and payment do not obligate the **State** or its respective counties to continue the Agreement beyond the end of the contract period.

**12. Jurisdiction of Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the **State** of Arkansas.

**13. Grant of License.** Subject to the terms and conditions of this Agreement, the Contractor hereby grants to any Arkansas county that chooses and enters into agreement with the Contractor a nonexclusive, nontransferable, perpetual, irrevocable, site license (the "License") to use the Contractor's Software and related Documentation in the respective county election office and all polling places in that county. The License allows the county to use and copy the Contractor's Software (in object code only) and the Documentation, solely for the purposes of managing elections in the county. The Contractor's software may be used in object code form only, with the exception that the **State** and its independent security assessment agent(s) shall have access to the source code for purposes of security assessments as specified in this Agreement. The **State** and its respective counties may not take any of the following actions with respect to Contractor's Software or its Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code for part or all of the Contractor's Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Company's Software or Documentation, in whole or in part, to or by any third party without the Company's prior written consent; or
- c. Cause or permit any change to be made to Company's Software, other than those software components or database tables that are "user definable," without the Company's prior written consent.

**14. Emergency Relocation and Use of the Contractor's Voting System Software.** Nothing in the Agreement and nothing in the engineering of the Contractor's software prohibits the **State** or

any county from installing and using additional copies of the Contractor's software, during times of declared emergencies, on alternative computers and networks, other than those initially configured for use with the software. In the event of such an emergency, the **State** or county shall notify the Contractor in writing of its declaration of emergency and its intention to relocate the software to an alternative site. At the conclusion of the emergency and the restoration of operations at the county's documented primary site of business, the county shall remove the Contractor's Software from the alternative site and notify the Contractor in writing of its actions.

**15. System Security Assessment and Security Risk Assessment.** The **State** may, in its sole discretion, contract with a qualified, experienced, and appropriately trained independent agent to conduct a security assessment and security risk assessment of the voting system hardware, firmware, software, network, and recommended operational procedures associated with the voting system installed by and under the recommendation of the Contractor in the **State** of Arkansas. The assessment may occur at any time determined to be necessary by the Secretary of **State's** Office, or by a county election commission in consultation with the Secretary of **State's** Office. The **State** shall bear all costs associated with contracting with the independent agent, excluding all costs associated with cooperative efforts required of the Contractor. The Contractor shall cooperate with the **State's** independent agent in an industry-standard, professional manner, rendering reasonable availability to hardware, source code, documentation, and personnel as required by the security assessment.

a. The **State** shall provide the results of the assessment to the Contractor within 10 business days of receiving it from the independent agent. The Contractor shall, at its own expense and without additional cost to the **State** or any Arkansas county, remediate any deficiencies found in the independent agent's security assessment and risk assessment before the voting system is used in the next election in any jurisdiction in the **State** of Arkansas. In the event the Contractor is not able to remedy all documented deficiencies found in the independent assessment, it shall provide to the **State** a plan for rigorous system monitoring and for mitigating security and operational risks associated with the deficiencies. When approved by the **State** (which approval shall not be unreasonably withheld, unreasonably conditioned, or unduly delayed), the Contractor shall implement the mitigation plan and provide reports on its mitigation steps in monthly reports to the **State**. The remediation steps required of the Contractor shall not extend to hardware, firmware, network connections, software, documentation, or procedures required by the **State** of Arkansas or any of its counties against the documented advice or documented instructions of the Contractor.

b. A non-disclosure agreement acceptable to the **State**, the Contractor, and the independent security assessment agent shall be executed between the **State**, the Contractor, and the independent security assessment agent(s) performing the assessment.

c. Nothing in the security assessment that might reasonably be construed as compromising the security of the voting system hardware, firmware, network connections, software, documentation, or procedures, pursuant to A.C.A. 25-19-105(b)(11), shall be disclosed under the Arkansas Freedom of Information Act. The **State** retains the right to publicly disclose summary information of the security assessments findings and recommendations, including, but not necessarily limited to (1) the fact that the **State** is conducting the assessment, (2) the name of the independent agent(s) conducting the study, (3) the number and general nature of security risks that the assessment identifies, and (4) the timeline for the Contractor's plan to mitigate any and all security risks.

**16. Compliance with State and Federal Law.** The Contractor represents to the **State** of Arkansas and its counties that the installed voting system hardware, firmware, network

connections, software, and documentation will each comply with all applicable requirements of **State** and Federal law at the time of installation and acceptance by the **State** and any counties that choose any of the Contractor's voting systems or their components.

- a. The Contractor shall make all changes and updates required by Federal Law, regulations adopted by the Election Assistance Commission (EAC) or its successors, standards adopted by the National Institute of Standards and Technology (NIST) or its successors, available to the **State** and counties that choose the Contractor's voting system or their components at no additional cost other than that contained in the maintenance agreements between the respective counties and the Contractor.
- b. The Contractor shall make all changes and updates required by **State** law.

**17. Voting System Hardware, Firmware, and Software Certification.** The **State** of Arkansas and Arkansas's counties require acquisition and use of only certified hardware, firmware, and software for purposes of vote recording and tabulation. The vendor installed vote tabulation equipment makes and models, as well as all installed firmware and software, shall have been tested and certified by one of the federally sanctioned Independent Test Authorities (ITA), as designated by the National Association of State Election Directors (NASD) or the Election Assistance Commission (EAC), or their successor(s). The Contractor shall provide to the **State** within five (5) days of signing this Agreement a letter from the EAC, NASD, or ITAs that tested and certified the vote tabulation equipment, firmware, and software being supplied through this agreement. The letter shall specifically refer to the equipment make and model, as well as the firmware release, and the software version/release being provided to the **State** and any receiving county and shall state the date on which the equipment, any firmware, and software received certification from the EAC, NASD, or ITAs. At its sole discretion, the **State** of Arkansas or any county using the Contractor's hardware, firmware, or software may at any time request from the Contractor a copy of the test lab results for the equipment, firmware, and software being provided under this Agreement. Upon such request, the Contractor shall provide the test results to the **State** and any requesting county for inspection in not more than seven (7) days from the date of the request.

**18. Voting System Hardware/Firmware Re-Certification.** The **State** of Arkansas and Arkansas's counties require use of only certified hardware, firmware, and software for purposes of vote recording and tabulation. The Contractor shall maintain the hardware, firmware, and software certification from federally recognized test laboratories throughout the entire period of the voting system's use in the **State** of Arkansas and maintenance under the terms of this Agreement. In the event the Contractor replaces, updates, or upgrades any of the hardware, firmware, or software provided pursuant to the Agreement or subsequent warranty or maintenance actions, the Contractor shall provide to the **State** of Arkansas within five (5) days of providing the replacement, update, or upgrade a letter from the independent test laboratory that tested and certified the vote tabulation equipment, firmware, and software being supplied. The letter shall specifically refer to the equipment make and model, the firmware release, and the software version/release being provided to the **State** and respective county and shall state the date on which the hardware, firmware, and software received certification from the federally certified ITA, NASD, or the EAC, or their successors. At its sole discretion, the **State** of Arkansas or any county using the Contractor's hardware, firmware, or software may at any time request from the Contractor a copy of the test lab results for the hardware, firmware, and software being provided under this Agreement. Upon such request, the Contractor shall provide the test results to the **State** and any requesting county for inspection in not more than seven (7) days from the date of the request.

**19. Voting System Certification by the State of Arkansas.** The **State** of Arkansas requires use of only certified hardware, firmware, and software for purposes of vote recording and tabulation. The Arkansas **State** Board of Election Commissioners certifies all voting systems and equipment for sale and use in the **State**. Prior to acquisition and use in any county in Arkansas, the Contractor's installed voting system hardware and firmware shall have been tested by a Federally authorized ITA and selected by the Arkansas Secretary of **State's** Office for sale and use in Arkansas's counties. The Contractor shall maintain the **State's** certification for the hardware, firmware, and software throughout the entire period of the system's use by any Arkansas county and maintenance under the terms of this Agreement. The Contractor shall provide to any county that chooses the Contractor's voting system hardware, firmware, or software within five (5) days of notification of the county's choice documentary evidence from the Secretary of **State's** Office that the Contractor's hardware and firmware being provided have been approved for sale and use in Arkansas's county election offices.

**20. Deliverable Inspection.** All Deliverables tendered to the **State** of Arkansas and Arkansas's counties shall be only those Deliverables that have been inspected prior to shipment by the Contractor and found to conform to the requirements of this Agreement.

**21. Deliverable Conformance.** The Contractor shall certify that the deliverables and any other goods or materials furnished by the Contractor to Arkansas and Arkansas's counties fulfill requirements set forth in this Agreement and shall be in good working order at the time of delivery and shall be maintained by the Contractor in accordance with any applicable warranties herein or post-warranty maintenance agreements. The **State** or counties that have acquired the Contractor's deliverables or goods, which fail to meet the requirements set forth in this Agreement at the time of delivery, shall return all non-conforming goods and deliverables to the Contractor within 30 business days for replacement at the Contractor's expense.

**22. Custom Programming.** From time to time after the date of this Agreement, upon written agreement of the rates and/or amounts to be paid by the **State** or counties to the Contractor, the Contractor may provide custom programming services to the **State** or any county. Custom programming shall be created, delivered, installed, and tested as mutually agreed upon in advance in writing by the county(ies) and the Contractor. Such agreement shall be in the form of an addendum to this Agreement which is executed by the respective county(ies) and the Contractor, upon approval by the **State**. All custom programming shall be deemed to be part of the Contractor's software, and shall be covered by the warranty set forth in this Agreement for a one-year period following its acceptance by the respective county(ies). The Contractor retains the right to make any custom programming available to other customers. The Contractor shall deliver, at no additional charge to the **State** or the county(ies), all customizations set out in the Proposal, and all other customizations listed in this Agreement. Any additional enhancements requested by the **State** or any county, but not contained in the Proposal or not specified in this Agreement shall be set forth in a written change order to be executed by the parties and shall be provided for the amounts specified in the Proposal and in accordance with the payment terms set forth in written change order(s). Under no circumstances shall any custom programming provided by the Contractor to any county cause the Contractor's voting system to fail to meet **State** and Federal certification requirements at the time any county accepts the custom programming.

**23. Software Warranties.** In addition to any other representations or applicable warranties, the Contractor warrants that for one year after the Initial Acceptance Date (the "Warranty Period"), it will repair or replace any of the Contractor's Software or third party software recommended and installed by the Contractor which, while under normal use and service: (i) fails to perform in accordance with the business and technical requirements in the **State** of Arkansas's Request for Proposals (RFP) as incorporated in this Agreement in all material respects, (ii) fails to perform in accordance with the functionality stated in the Contractor's proposal as incorporated in this

Agreement in all material respects, or (iii) is defective in material or workmanship. The Contractor shall warrant any repaired or replaced item of the Contractor's software for one year after its installation and acceptance by the **State** or any county (Extended Warranty Period). All replaced components of the software will become the property of the Contractor and shall be covered under the nonexclusive, nontransferable, perpetual, irrevocable, site license extended to any Arkansas county that acquires and installs the Contractor's voting system under this Agreement. This warranty is effective provided that (a) the **State** or any respective county promptly notifies the Contractor of the failure of performance or defect after the **State** or any respective county detects the failure or defect and is otherwise in compliance with its obligations hereunder, (b) the Contractor's software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by the Contractor, (c) the Contractor's software to be repaired or replaced is not damaged due to accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by the Contractor or causes beyond the reasonable control of the **State**, its respective counties, or the Contractor, including natural disaster, fire, flood, unusually severe weather or Acts of God, (d) the **State** and its respective counties have installed and are using only Contractor-provided software that has been certified by Federal and **State** certification agents of competent jurisdiction, (e) the Contractor software is used with hardware meeting specifications supplied by the Contractor, and (f) the data and/or the database structure used in conjunction with the Contractor's software is not modified using application software other than Contractor-provided software without express written permission of the Contractor.

**24. Third Party Items.** The Contractor warrants that the hardware, firmware, and software provided to Arkansas and any county acquiring these items for use and implementation under this Agreement will operate in conjunction with the Third Party Items recommended by or purchased by the Contractor during the Warranty Period, provided that (i) the **State** and respective counties have installed and are using the most recent Update, or the second most recent Update of the hardware, firmware, and software, provided to it by the Contractor, and (ii) the Third Party Items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, the Contractor will repair or replace the item of the Contractor's hardware, firmware, software, or the Third Party Item which is causing such breach to occur. The **State** and its counties acknowledge that the Contractor has purchased the Third Party Items for resale, rental, or sub-lease to the **State** and any respective counties, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than the Contractor ("Third Parties"). The **State** and its counties further acknowledge that except for the payment to the Contractor for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. With respect to all Third Party items provided to the **State** and its counties through this Agreement, the Contractor shall provide the **State** and its respective counties with copies of all relevant technical and user documentation and warranties necessary for operation of the Contractor's voting system.

**25. Proprietary rights.** The **State** acknowledges and agrees as follows:

- a. The Contractor asserts ownership of all Software provided by the Contractor. The **State** and any of Arkansas's counties that acquire the Contractor's voting system or its components under this Agreement has the right to use the aforementioned items, as well as all documentation and training materials provided by the Contractor, for the purposes specified in this Agreement. The Contractor likewise asserts ownership of patents, trademarks, copyrights, trade names, and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The



aforementioned items also contain confidential and proprietary trade secrets of the Contractor which are protected by law and are of substantial value to the Contractor.

- b. The **State** and any of Arkansas's counties that acquire the Contractor's voting system or its components under this Agreement shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or de-compilation of any of the Contractor's software or firmware.
- c. The **State** and any of Arkansas's counties that acquire the Contractor's voting system or its components under this Agreement shall take reasonable, customary, and legally available steps
  - i. to keep the Contractor's voting system hardware, firmware, software, and documentation free and clear of all claims, liens, and encumbrances, and
  - ii. to respect and protect all copyright, trademarks, patent or other intellectual or proprietary rights notices which are set forth on the Contractor's hardware, firmware, software, documentation, training materials, and all permitted copies of the foregoing.

**26. Confidential Information:** Subject to the Arkansas Freedom of Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to the **State**, the Contractor, and Arkansas's counties that acquire voting systems and their components from the Contractor under this Agreement shall be held in absolute confidence.

- a. Information that the **State**, the Contractor, and any counties that acquire voting systems or their components from the Contractor under this Agreement may acquire from the other in conjunction with this Agreement or the products or services provided by Contractor hereunder are considered "Confidential Information," if so marked or identified, or if its confidential nature is reasonably apparent. The Contractor shall not use this Confidential Information except to provide services to Arkansas or its counties, and shall not disclose or transfer this confidential information to others, except to the Contractor's employees who reasonably require it for purposes of this Agreement and who agree to maintain its confidentiality. The **State** of Arkansas and Arkansas's counties shall not disclose Confidential Information of the Contractor to any third party (except to employees or agents of the **State** or respective counties having an absolute need to know in order to fulfill obligations and duties pursuant to this Agreement or where disclosure is required by applicable law). All parties to this Agreement shall safeguard all Confidential Information in its possession. However, this Agreement shall not prevent any parties to the Agreement from using or disclosing information that:
  - i. The receiving party can demonstrate by written records was known to that party before the date of disclosure hereunder;
  - ii. At the time of disclosure was in the public domain;
  - iii. Becomes part of the public domain, except by breach of this Agreement;
  - iv. Is lawfully disclosed to the receiving party on a non-confidential basis by a third party who is not obligated to any other party to retain the information in confidence; or
  - v. Is used or disclosed with the disclosing party's prior written approval.
  - vi. Is required for disclosure by the Arkansas Freedom of Information Act.

- b. The Contractor shall not improperly disclose any information to the **State** or Arkansas's counties that is the proprietary property of a Third Party. But if the Contractor does so, it must hold the **State** and respective counties and their contractors harmless and indemnify them against all claims, damages, and costs as a result of the **State** or any county's use or disclosure of this third party information.

**27. Transportation of Equipment.** All shipments shall be F.O.B. to the facilities of the respective Arkansas counties that acquire and install the Contractor's voting system or components under this Agreement. The Contractor shall select the carrier, unless otherwise requested in advance by the **State** or any respective county. The Contractor shall ship all items, with insurance and freight prepaid, to sites designated by the respective counties. The Contractor shall not deem the contractor's selection of the carrier as an assumption of additional liability, and the carrier shall not be the Contractor's agent.

- a. The Contractor must notify the respective counties when any equipment or other items are shipped to ensure delivery dates that are mutually agreeable and in accordance with the Implementation Schedule filed with the respective counties and the **State**.
- b. Title to the equipment and transfer of all licenses shall pass from the Contractor to the respective counties upon delivery of equipment inside respective counties' designated facilities.

**28. System Installation.** The Contractor shall install the voting systems and their components, as chosen and acquired by the **State** and any Arkansas's counties, as described in this Agreement. The Contractor shall also provide appropriate training, which shall be sufficient to assure effective operations of their systems as specified in their proposal, to respective State and county personnel prior to and subsequent to delivery of the Systems as required by this Agreement.

- a. For the on-site delivery of the Contractor's services and after reasonable advance notice by the Contractor, the respective counties shall make all necessary arrangements to provide Contractor personnel with sufficient work space and access to install the equipment and software during normal business hours or at such other times as the respective counties and Contractor agree. If it becomes necessary to work outside of normal business hours, the respective counties must arrange for appropriate access to buildings or resources that Contractor personnel may reasonably require.
- b. The voting systems and their components to be delivered shall be new when delivered and in accordance with all specifications as stated in this Agreement, and shall be in the same configuration as has already been certified for these voting systems and their components by the Federal Government and the **State** of Arkansas.
- c. During the original and any Extended Warranty periods offered by the Contractor, the **State** and respective counties have the right to return defective equipment, materials, or other components of the voting systems to the Contractor at no cost to the **State** or respective counties. The Contractor retains the option to take delivery of these items at the respective county facilities. The Contractor will either replace or repair the items, at the Contractor's option, and returned to the respective counties without charge as soon as reasonably possible and in no event later than 40 days before an election. Repaired or replaced items will be subject to acceptance testing as provided in this Agreement.

**29. Asset Inventory Tracking.** The Contractor shall assist any county that acquires its voting systems or system components in development of the receiving county's(ies') Asset Inventory Tracking Database(s). The Contractor shall provide barcodes on the voting devices, printers, and

other peripheral equipment necessary for operation and use of the voting devices at no additional cost to the receiving county(ies).

**30. Contractor Testing.** The Contractor shall test the voting systems hardware, firmware, and software, including but not limited to logic and accuracy, at the manufacturer's facility prior to delivery to the **State** and any of its respective counties that acquire the voting systems or any of their components from the Contractor under this Agreement. Prior to shipping the voting systems or any of their components, the Contractor shall send to the **State** and any respective counties a certification that the testing is complete and a statement of:

- a. All internal tests completed by the Contractor.
- b. A list of any tests that were not complete or tests which the voting systems or any of their components failed.

**31. User Acceptance Testing.** The **State** of Arkansas and counties that acquire voting systems or their components under this Agreement shall be responsible for conducting user acceptance testing on those systems and components after the Contractor delivers them to the respective counties' designated facilities. The user acceptance tests will verify that the delivered system and components meet the business and technical requirements stated in this Agreement. If actual delivery of equipment does not vary significantly from the schedule provided to the **State** and any receiving county at the time of purchase, the respective receiving county shall complete acceptance testing for each electronic voting device, optical scan ballot counter, printer, all related equipment, and vendor provided and recommended software within 30 days after receipt of each shipment. If actual delivery of equipment does not vary significantly from the delivery schedule provided to the **State** and the receiving county, a county's failure to notify the Contractor of non-acceptance within such 30-day period shall be deemed acceptance by the receiving county. The Contractor shall provide assistance to the receiving county in carrying out the acceptance testing procedures to the extent the receiving county so requests, provided the receiving county notifies the Contractor at least 30 days in advance of scheduled delivery.

- a. A receiving county must notify the Contractor in writing when that receiving county completes acceptance testing. The receiving county must identify and notify in writing any functions that have not performed correctly. The Contractor must repair or replace any unaccepted or defective component within 15 working days after this notification. The receiving county must test the corrections within 10 working days of receipt from the Contractor. The failure of the receiving county to notify the Contractor of non-acceptance of replacement or repaired components within such 10 working day period shall be deemed acceptance by the receiving county.
- b. The Contractor shall designate one person to serve as "test liaison" to any receiving county during the user acceptance test procedure. This test liaison shall be the central point of contact for answering questions from and providing assistance to the receiving county during user acceptance testing. The Contractor retains the right, upon advance written notice to a receiving county, to have its own personnel or representative present to observe or assist with acceptance testing at the receiving county's site to assure conformance with established testing procedures.

**32. Performance Bond.** The Contractor shall deliver to any Arkansas county that acquires its voting systems or their component parts under this Agreement a performance bond duly executed by a reputable surety company reasonably satisfactory to the receiving county. The Contractor shall pay all premiums and related costs for securing and delivering the performance bond. The Contractor and the surety must sign the bond. The bond will be issued by an insurance company that is either an Arkansas Admitted Surety or a current Treasury Listed Surety (Federal Register),

and is either a current A.M. Best A IV rated surety or has a current Standard and Poors rating of A.

- a. The performance bond will be in an amount of 100 percent of the Agreement price with the purchasing and receiving county. It will ensure the Contractor's faithful performance of this Agreement, and will be adequate to provide all funds needed for the receiving county to pay for equipment, staff, extra help, and overtime, to complete any affected election and obtain vote certification by the Secretary of **State** within the time required by law.
- b. The performance bond shall provide for the immediate release of funds to the State or receiving county upon notice of a material breach of this Agreement by the Contractor, which breach has not been cured within 15-day notice and cure periods. The State or receiving county need not file a legal action to avail itself of bond proceeds. The State or receiving county may draw upon the performance bond only to the extent required to reimburse the receiving county for the actual, direct and reasonable costs it incurred in procuring from alternate suppliers goods and services necessary to replace the functionality of those that the Contractor is obligated to provide to the receiving county under this Agreement and that have not been provided due to the Contractor's breach of this Agreement. The amounts to be paid to County under the performance bond are subject to the limitations of Section 37 (Limitation on the Contractor's Liability) in these Contract Terms and Conditions.
- c. The performance bond must be in effect until (1) the voting systems or their components are fully installed and accepted by the receiving county in accordance with this Agreement and (2) the first Federal Election voting cycle involving any use of the voting systems or their components is completed and the vote certified by the Secretary of **State**. The bond shall provide that it cannot be cancelled by the bonding company for any reason except upon 30 days written notice to the Secretary of **State** and respective receiving counties of the bonding company's intent to cancel. If the bonding company gives this notice, the Contractor must immediately, and in no event later than 15 days after this notice, provide a replacement bond acceptable to the Secretary of **State** and any affected receiving counties or an alternative performance security approved by the Secretary of **State** and any affected receiving counties.
- d. The Contractor's failure to satisfy the performance bond requirements specified in this section during the term of this Agreement may be deemed a material breach of this Agreement. If the **State** or any affected receiving county reasonably deems any surety or sureties unsatisfactory at any time, the **State** or the affected receiving county(ies) must notify the Contractor and the Contractor must substitute a new surety or sureties satisfactory to the **State** and any affected county(ies) as soon as reasonably possible. The **State** needs not make further payments on this Agreement until the Contractor tenders and the receiving county accepts a substitute surety or sureties. The **State** and receiving county(ies) shall act reasonably in determining the acceptability of the performance bond and issuing surety.

**33. Indemnification for Contractor's Intellectual Property Infringement.** The Contractor shall will indemnify and hold the **State** and any county that acquires voting systems or their components from the Contractor pursuant to this Agreement harmless from and against any and all damages, amounts paid in settlement and reasonable fees and costs, including reasonable attorneys fees, arising out of or relating to a claim that any of the Contractor's voting systems or their components infringe upon any third party's United States patent existing as of the date hereof or United States copyright, trademark or trade secret (a "Third Party Infringement

Claim”). The **State** and its respective counties shall notify the Contractor immediately if it becomes aware of any Third Party Infringement Claim and the Contractor shall notify the **State** and its respective counties immediately if it becomes aware of any Third Party Infringement Claim. The **State** hereby gives the Contractor full and complete authority, and shall provide such information and assistance as is necessary (at the Contractor’s expense with respect to reasonable out-of-pocket costs), to enable the Contractor to defend, compromise or settle a Third Party Infringement Claim. In addition, if the **State** or any of its respective counties are prevented by a Third Party Infringement Claim from using any item of the Contractor’s voting systems, their components, or services provided by the Contractor in substantially the manner contemplated by this Agreement, the Contractor shall, at its sole expense, procure for the **State** and its counties the right to continue such use or replace or modify the infringing item. If such a replacement or modification is not commercially reasonable, the Contractor may direct the **State** to cease use of the infringing item, and shall refund the depreciated cost thereof (as determined in accordance with GAAP) to the **State** or its respective counties.

**34. Indemnification for Contractor’s Failure to Perform in a Timely Manner.** In addition to any other indemnification clause in this Agreement, if, due to the Contractor’s negligence or a failure to perform that is attributable to the Contractor’s action or inaction as required under this Agreement, (i) the Contractor fails to provide any product or service by a date specified herein, and (ii) such failure has or will result in a material detrimental impact on the ability of the **State** or any county that has acquired the Contractor’s voting system or any of its components to manage the voting process and other election-related activities in the **State** of Arkansas or any of its counties in a satisfactory manner or on a timely basis, then at the discretion of the **State** or any affected counties, the **State** or any affected counties may require the Contractor to pay the direct, reasonable, total out-of-pocket expenses incurred by the **State** or any affected counties in curing such failure. These costs may, at the discretion of the **State** or any affected counties, include the cost of conducting an election in order to correct the effects of the Contractor’s negligence or failure to perform. The **State** or the affected counties will submit to the Contractor an itemized statement setting forth the charges for said expenses. Upon the Contractor’s request, the **State** or the affected counties will also provide the Contractor with copies of invoices and other back-up information necessary to confirm the itemized expenses. To the extent future payments are due to the Contractor from the **State** or the affected counties, the **State** or the affected counties may in their sole discretion elect to receive payment from the Contractor in the form of a credit against such payments. The **State** and the affected counties will take all reasonable steps to mitigate the expenses they incur hereunder.

**35 Right to Dispose of Voting Systems.** Any county that acquires voting systems or their components from the Contractor under this Agreement retains the right to upgrade to new hardware and software provided by the Contractor at additional cost. If a county exercises this right, that county has both of the following rights:

- a. To sell any or all of the equipment provided under this Agreement ("Legacy Equipment") to any Third Party.
- b. To transfer to the Third Party all of its rights under this Agreement to software licenses and maintenance and support of software, and the Legacy Equipment, if the Third Party agrees with the Contractor to implement a voting system on terms (including limitations on rights to software licenses and maintenance and support of software) acceptable to the Contractor and such third party executes an assumption agreement and other agreements as may be required by the Contractor.
- c. At any time during the term of this Agreement, at a county's option, the Contractor must use its reasonable best efforts to assist the respective county in selling Legacy

Equipment and achieving fair market, residual value as determined by the marketplace to be applied to the purchase price of any new Contractor hardware, firmware, and software.

- d. The intent of this section regarding the right to dispose of voting systems is to prevent any impairment of any receiving county's ability to realize fair market value for its Legacy Equipment on the used equipment market. The Contractor must not unreasonably withhold its consent to a voting system implementation agreement with the receiving Third Party. Nothing in this Agreement requires the Contractor to guarantee or represent the value or salability of the Legacy Equipment.

**36. Insurance.** Without limiting the Contractor's indemnification of any Arkansas county, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

- a. Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be sent to the requesting county department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the receiving county. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.
- b. Qualifying Insurers. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by any receiving county's Insurance Manager.
- c. Notice of Cancellation. All coverage as required herein shall not be canceled or changed so as to no longer meet the respective county insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to any receiving county or its designated agent.
- d. Insurance Required.
  - 1. Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows:
 

i.	Each occurrence -	\$1,000,000
ii.	General aggregate -	\$2,000,000
iii.	Products/Completed Operations aggregate -	\$2,000,000
iv.	Personal Injury -	\$1,000,000
  - 2. General liability coverage shall include:
    - i.. Premises and Operations
    - ii. Products/Completed
    - iii. Personal Injury liability
    - iv. Severability of interest
- e. General liability coverage shall include the following endorsement, a copy of which shall be provided to the **State** and all receiving counties:

- f. Additional Insured Endorsement, which shall read:  
 "County of \_\_\_\_\_, and the officers, agents, and employees of the County of \_\_\_\_\_, individually and collectively, as additional insureds."
- g. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of \_\_\_\_\_, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contracting department of these requirements shall notify the contractor.
- h. Automobile Liability Insurance. For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
- i. Workers' Compensation and Employer's Liability Insurance
  - 1. Statutory Arkansas Workers' Compensation coverage including broad form all-states coverage.
  - 2. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

**37. Limitation on the Contractor's Liability:** The Contractor's total aggregate liability to the **State** and any county that acquires the Contractor's voting systems or their components pursuant to this Agreement for any loss, damage, costs or expenses under or in connection with the Agreement howsoever arising, including without limitation loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall not exceed:

- a. During the time the performance bond required by Section 32 of these Contract Terms and Conditions remains outstanding, the amount of the performance bond.
- b. Once the performance bond is no longer outstanding, 100 percent of the Agreement price with the purchasing and receiving county.
- c. The Contractor shall not be liable to the **State** of Arkansas or any of its respective counties for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, whether in an action in contract, negligence or other tort, even if the Contractor or its representatives have been advised of the possibility of such damages. Costs to the **State** of Arkansas or any of its respective counties for conducting an election, or the process necessary to solicit and engage a new election services provider, are not limited by this section.

**38. Non-discrimination:** The Contractor shall comply with all applicable Federal, **State**, and local laws, rules, and regulations, including any Arkansas County's equal opportunity requirements. Such laws include but are not limited to the following: The Federal Help America Vote Act of 2002; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); or any other applicable **State** or federal law. The Contractor represents that it has developed and implemented an Affirmative Action Plan and Equal Employment Opportunity policy in its workplace. The Contractor shall provide upon request copies of such documents to the **State** or any county that acquires voting systems or their components from the Contractor under this Agreement.

**39. Non-Appropriation:** If funds are not appropriated in any fiscal year for payments by the **State** of Arkansas or an Arkansas county that acquires the Contractor's voting system or any of its components under this Agreement, and are not appropriated for the cost of other Systems performing substantially the same function that would replace the Systems hereunder, the **State** or a respective county has the right to terminate this Agreement without penalty on or before September 30th of such fiscal year by giving 30 days written notice. The **State** and any Arkansas county administration must make every reasonable effort including, but not limited to, requesting budget funds to be appropriated in order to avoid termination of this Agreement. Upon termination of this Agreement under this section, the Contractor has the right to recover any and all amounts then due or accrued.

**40. Waiver:** No failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by any party to this Agreement must be in writing, and shall apply only to the specific instance expressly stated.

**41. Titles and Headings.** The titles and headings of sections, subsections, and Exhibits are for convenience only and are not intended to affect the proper construction of this Agreement.

**42. Construction.** As used in this Agreement, "including" means "including without limitation." The words "or" and "nor" are inclusive and include "and." The singular shall include the plural and vice versa. The title of each Article, Section, and Exhibit is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

**43. Entire Agreement:** This Agreement, including its attached exhibits, constitutes the entire agreement between the **State** of Arkansas, any Arkansas county that acquires a voting system or its component parts under this Agreement from the Contractor, and the Contractor relating to the subject matter of this Agreement. It supersedes any oral or written negotiations. This Agreement is modifiable only by a written document signed by both parties.

**44. Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect its validity or enforceability.

**45. Minority Business Policy.** Minority participation is encouraged in this and all other procurements by **State** agencies. The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Offerors unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

**46. Disclosure and Certification Form.** Proposers must complete and submit with their proposal the Contract and Grant Disclosure and Certification Form required by Governor's Executive Order 98-04. The form is provided as an attachment.**47. Non-Hiring of Employees.** The parties to this Agreement agree not to hire or contract with independently any personnel from any other party to this Agreement during a period not less than two years from the date of this Agreement. The sole exception to this section will be if the Contractor or any subcontractor(s) cease(s) to exist as a functioning business entity or functioning subdivision of another successor party to this Agreement, the State in its sole discretion may hire Contractor or subcontractor personnel it deems necessary to continue installation or maintenance of the goods and services provided pursuant to this Agreement.





## **Attachment 4**

**Secretary of State Election Night Reporting Web Site**

**<http://www.arelections.org>**

**HAVA Software Integration Requirements**



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## **Secretary of State Election Night Reporting Web Site**

**<http://www.arelections.org>**

## **HAVA Software Integration Requirements**

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*Last Updated  
Bob Sanders 7/14/2005*

*Prepared by  
Bob Sanders, bob@ark.org  
Information Network of Arkansas.*

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### 1. Project Description

The Information Network of Arkansas (INA) currently hosts the Election Night Reporting (ENR) web site for the Arkansas Secretary of State. The new election management and voter registration software under development will be required to integrate with this site for the purpose of publishing election results for state and local elections. This document describes the data elements required for integration and recommends a process for transmitting information between systems.

The format for transmitting data will be XML via a secure web service between systems. The final format of the XML will be decided at a later date.

### 2. Functional Requirements

#### 2.1 Publishing Election Information

Prior to the election, the ENR system must be populated with specific information about the upcoming election. This information includes the election name and date, list of contests and candidates, counties, polling locations and precincts.

#### 2.2 Publishing Election Results on election night

After polling locations close on election night, the ENR system will accept election results for polling locations as they become available. These updates can be posted to the ENR system incrementally until they are complete.

#### 2.3 Publishing changes after the election

Further updates may be published to the system for up to 2 weeks after the election, until it is certified by the Secretary of State's office.

#### 2.4 Certifying the election

Counties will continue to certify their election results by logging into the ENR system and printing a certification report. The ENR system may report this certification to the SOS election management system. The ENR web site should be able to request updated vote counts from the election management system via XML.

### 3. Data Elements

Elections: basic election information

election_id	1
name	"2004 General Election and Non-Partisan Judicial Runoff"
date	11/02/2004

***Election Night Reporting Integration Requirements***

status                      uncertified, official, certified

Counties: names, id numbers of participating counties

election\_id            1  
county\_id              62  
name                    "Saline"

Polling Locations: names, id numbers of polling locations

election\_id            1  
county\_id              62  
poll\_id                 11  
name                    "Dewitt Courthouse (Early)"  
sort\_order5

Precincts: names, id numbers of precincts

election\_id            1  
county\_id              62  
poll\_id                 11  
precinct\_id            4  
name                    "Precinct A"

Contests: names, id numbers of all contests

election\_id            1  
contest\_id12  
name                    "State Representative District 012 - Democrat"  
type                    "election", "issue"  
sort\_order6

Candidates: names, id numbers of all candidates

election\_id            1  
contest\_id12  
candidate\_id           1  
name                    "Rep. Randy Morton Rankin"  
party                    "Democrat"

Votes: counts of various kinds of votes

election\_id            1  
county\_id              62  
poll\_id                 11  
contest\_id              12  
candidate\_id            1  
votes                    1437  
type                    votes, over, under, absentee, allunopposed, provisional,  
early,  
                             overseas, printed, spoiled, unused

***Election Night Reporting Integration Requirements***

County Candidates: sort order for candidates on county ballots

election_id	1
county_id	62
contest_id	12
candidate_id	1
sort_order	1

County Contests: sort order for contests on county ballots

election_id	1
county_id	62
contest_id	12

County Election Status: status of each county

election_id	1
county_id	62
status	"Certified", "Unofficial", "Official"

County Registered: voter registration numbers per county/polling location

election_id	1
county_id	62
poll_id	11
registered_voters	4532

#### 4. Table Relationship Diagram

QuickTime™ and a  
TIFF (LZW) decompressor  
are needed to see this picture.